Commonwealth of Virginia
Virginia Information Technologies Agency

STUDENT INFORMATION SYSTEM LICENSED SERVICES

Optional Use Contract

Date: July 8, 2008

Contract #:   VA-080609-CCSI

Authorized User: All Public Bodies to include VITA as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Contemporary Computer Services, Inc.
                                     200 Knickerbocker Avenue
                                     Bohemia, NY 11716

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FIN: 11-2339385

FOB: Destination

Term: July 1, 2008 – June 30, 2010

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

Change No.	Description of Change	Effective Date

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Student Information System Contract

Between

The Virginia Information Technologies Agency

On behalf of

School Divisions of the
Commonwealth of Virginia

and

Contemporary Computer Services, Incorporated

Contract No. VA-080609-CCSI

STUDENT INFORMATION SYSTEM CONTRACT

STUDENT INFORMATION SYSTEM CONTRACT

THIS STUDENT INFORMATION SYSTEM CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Contemporary Computer Services, Incorporated (Supplier) to be effective as of July 1, 2008 (Effective Date).

1. PURPOSE

The contract's purpose is to provide the Virginia School Divisions with a student information system. This Contract sets forth the terms and conditions under which Supplier agrees to provide the Licensed Services, including access to the Application(s), and any related products and services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of completed and successful acceptance testing in conformance with the Requirements as determined by Authorized User.

B. Agent

Any third party independent agent of any Authorized User.

C. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to the Licensed Services hosted and supported by Supplier under this Contract, as described in Exhibit A, including any Updates, enhancements, and replacements to the Application.

D. Application Users

Application Users shall include, as specified in the applicable order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business.

E. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

F. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

G. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party. The Supplier acknowledges that all Information regarding or obtained, collected or disclosed during the use of the Service by the Authorized User and any third party participants for proceedings or events shall be deemed Confidential and Proprietary.

H. Content
Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User to Supplier in connection with this Contract.

I. Documentation
The Supplier's user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Licensed Services and Supplier Product provided to Authorized User, in printed and/or electronic form.

J. Electronic Self-Help
Any use of electronic means to exercise Supplier's license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

K. Licensed Services
The operation of the Application and the necessary operating system software, hardware and utilities on Supplier's host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in Exhibit A.

L. Party
Supplier, VITA, or any Authorized User.

M. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Licensed Services and Application described in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

N. Statement of Work (SOW)
Any document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties to the agreement, shall be deemed a part of this Contract, and which describes the deliverables, due dates, duration, and payment obligations for a specific project or engagement in which Supplier shall provide the Licensed Services, including access to the Application(s), to an Authorized User and its designated Application Users. Any Statement of Work shall constitute an order.

O. Supplier
Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier to provide Licensed Services and/or any products or services related thereto under this Contract.

P. Supplier Product
Supplier's proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

Q. Update
As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost.

R. VITA
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

S. Web Site
The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable Statement of Work (or any successor URL(s)).

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one (2) years. VITA may, in its sole discretion, extend this Contract for up to four (4) additional one (1) year periods after the expiration of the initial one (1) year period. VITA will issue a written notification to the Supplier stating the extension period not less than thirty (30) days prior to the expiration of any current term. Expiration of the term of the Contract shall not affect any yearly license granted hereunder. In addition, performance of an order may survive the expiration of the term of this Contract, and all terms and conditions required for the operation of such order shall remain in full force and effect until Supplier has completely rendered the Licensed Services pursuant to such order.

If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Information and Information Processing category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

In addition, School Divisions that purchase software under this contract may use this contract as the basis for renewing the annual maintenance on the software for as long as the School Division uses the software.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of this Contract. Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Licensed Services rendered or Application components delivered by Supplier prior to the termination date. Termination of this Contract or any order for Convenience shall not affect any yearly license granted pursuant to this Contract, provided all fees for such license have been paid.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA or an Authorized User deems the Supplier to be in breach and/or default, VITA or the Authorized User shall issue, in writing, a "Show Cause Notice" to the Supplier identifying the failure and providing Supplier thirty (30) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part, or the Authorized User may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written

notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, or portion thereof. Supplier shall accept return of any products or software provided to the affected Authorized User(s), and Supplier shall refund any monies paid by any affected Authorized User for Licensed Services not accepted by such Authorized User pursuant to the Contract, order, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Supplier.

The failure of VITA or an Authorized User to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

Supplier shall submit any contractual dispute to VITA or any order dispute to the terminating Authorized User for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

4. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order by the ordering Authorized User on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein shall supersede and govern licensing and use of all products and services hereunder.

5. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.

ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.

iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable Statement of Work, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time. System failovers which last less then two minutes will not county against performance thresholds.

v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.

vi). Supplier guarantees the Application will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.

vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User the total recurring fees that would otherwise be owed by Authorized User under this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure. Under no circumstances will credit be issued in excess of the total licensing fee value for the month in which downtime occurs.

viii).Supplier shall be required to back up Content on a daily basis and shall retain the backed-up Content on a separate and dedicated secure server. Only Content supplied by or to an Authorized User may reside on such server. Authorized User reserves the right to request a copy of such back-up Content at any time.

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

B. **Ancillary Responsibilities**
Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

C. Import/Export

Any product generated from any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract shall be considered Data Product.

Supplier shall not export or re-export any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract, or any Data Product, to any country, person, entity or end user subject to U.S. export restrictions. Supplier specifically agrees not to export, re-export, or download such data or Data Product: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, Federal Republic of Yugoslavia, or to any national of any such country; (b) to any end-user who Supplier knows or has reason to know will utilize the data or Data Product or portion thereof in the design, development or production of nuclear, chemical, or biological weapons, or for any purpose which may, directly or indirectly, pose a security threat to the United States or its territories; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Supplier is responsible for complying with local laws in Supplier's jurisdiction, as well as all federal and state laws and regulations regarding import and export, which might impact its right to import, export, or use the data or Data Product.

In addition, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

6. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

If Supplier issues unique USERID's and passwords to an Application User:

i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.

ii). Authorized User shall have the right to add, change access for, or delete USERID's at its sole discretion.

iii). Authorized Users with the appropriate permissions shall have the right to disable and delete Authorized Users at any time.

7. CONTENT SECURITY

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components, to be provided by Supplier as part of its performance under this Contract in accordance with best industry practices in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and Content. Supplier shall, at a minimum, implement the following procedures designed to protect the security of Content:

i). User identification and access controls designed to limit access to Content to Application Users;

ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;

iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;

iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User;

v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application;

vi). Supplier's maintaining and following a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) hours;

vii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;

viii). Regular testing of the systems and procedures outlined in this Section; and

ix). Audit controls that record and monitor Application and Licensed Services activity continuously.

x). Mechanism for information retention and destruction that comply with User policies, including notice and certification of destruction where required.

xi). Other information security or confidentiality requirements that the Authorized User may implement, subject to notice to Supplier.

8. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights
Except as otherwise stated herein, as between VITA and Supplier, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are and shall remain the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions
Except as otherwise provided in this Contract or as provided by law:

i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.

ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.

iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order.

iv). Authorized User shall not rent, lease, resell for profit, loan, distribute, or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services,

except as otherwise authorized by Supplier; however, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any Application output generated by the Application User using the Application and pursuant to the permissions set forth in the applicable Authorized User's order.

v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services.

vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;

vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;

viii).Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.

ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

C. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content is and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content to Supplier. Upon termination of an order issued hereunder, Supplier agrees to either provide the Content to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content in all formats, have been destroyed.

9. TRANSITION ASSISTANCE

Upon execution of an order or Statement of Work pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks in connection with the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party provider and, if applicable and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider, such transition and migration to occur upon termination or expiration of the Contract or the applicable order.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application and, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination in order to facilitate Authorized User's transition to a new service provider and Supplier shall provide such reasonable assistance as may be requested by Authorized User to effectuate such transition. Authorized User agrees to pay the Supplier the fee for extended use of the system on a pro-rated basis and to pay the Supplier for additional services rendered as part of the Transition Plan as mutually agreed between the Parties.

In any event, regardless of whether a Transition Plan has been developed or implemented, Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or

any order issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Authorized User is required to submit the request in writing including the contact person, location and method of delivery. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order issued pursuant to this Contract may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, or in the event of a termination due to Supplier's being included on the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs, Supplier shall perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

10. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Licensed Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Application Demonstration

At the request of any Authorized User, Supplier shall perform a demonstration of its Application and the Licensed Services at such Authorized User's location and at no charge.

C. Statement of Work (SOW)

An SOW shall be required for any Licensed Services ordered by an Authorized User pursuant to this Contract. All Licensed Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf or a successor URL(s).

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of such SOW.

D. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Licensed Services and products or services related thereto and available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

E. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Licensed Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Licensed Services shall be due monthly in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

i). Dates during which Supplier provided the Licensed Services to the Authorized User

ii). Quantity, charge and extended pricing for each Licensed Service

iii). Applicable order date

iv). This Contract number and the applicable order number

v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

F. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any yearly license granted pursuant to this Contract, provided all fees for such license have been paid.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Licensed Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event an Authorized User does not receive or have access to the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

G. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/procurement/supplierResources.cfm under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/procurement/supplierResources.cfm under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

H. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend

on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

11. TRAINING AND DOCUMENTATION

The Licensed Service fee includes all costs for the training of one (1) Authorized User trainer at an Authorized User's designated location on the use and operation of the Application, including instruction in any necessary conversion of such Authorized User's Content and data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Application and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

12. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Authorized User and its Application Users. Such Authorized User agrees to complete Acceptance testing within ten (10) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or such longer period as may be agreed in writing between Authorized User and Supplier. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing.

C. Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within ten (10) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application

access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by Supplier. Supplier shall accept return of any products provided to such Authorized User, and Supplier shall refund any monies paid by such Authorized User pursuant to the order, or portion thereof terminated. All costs of de-installation and return of product shall be borne by Supplier. This remedy is in addition to and not in lieu of any other remedies of the Authorized User set forth herein or available at law or in equity.

13. GENERAL WARRANTY

Supplier warrants and represents to VITA the Licensed Services and the Application described in Exhibit A as follows:

A. Ownership

Supplier has the right to provide the Licensed Services, including access by any Authorized User and its Application Users to the Application, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Licensed Services, Application, and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

i). The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract, and Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application;

ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order issued hereunder, and the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product; and that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;

v). No corrections, work-arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

C. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Application accessed by an Authorized User or its Application Users; and the Application does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Application by any Authorized User or its Application Users. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

D. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Licensed Services or hardware or software of any Authorized User or its Application Users) or any program routine, device or other undisclosed feature, including but not limited to, viruses, worms, Trojan horses, or other malicious code which is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application and that Supplier will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

E. Open Source

Supplier will notify all Authorized Users if the Application contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that Supplier has provided the Licensed Services to a non-related third party customer of Supplier without significant problems due to the Licensed Services, the Application, or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

14. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the performance, costs and expenses for all Licensed Services performed/delivered under any order issued pursuant to this Contract in support of its charges invoiced to Authorized User. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order. In addition, Supplier shall maintain accurate records of the Licensed Services, including but

not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s). Supplier shall preserve such records for five (5) years after termination/completion of the Licensed Services agreed to under this Contract or any order issued hereunder.

15. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order issued pursuant to this Contract, Supplier shall provide the following services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User in order to ensure such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements. Supplier shall not be responsible for troubleshooting workstation, browser, firewall, filtering, and network issues.

A. Coverage

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application. Support pertaining to the standard use of the application will provided between the hours of 7:30 AM and 5:30 PM Eastern Standard Time.

B. Service Levels

Within one (1) hour after a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified below. In each case, Authorized User may describe the problem by telephone, facsimile or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

Note: Supplier has no objection to implementing a fee-based remedy system, however, the table below is structured toward a hardware support contract, not an application support contract. Upon award, Supplier requests further discussion with VITA to develop penalty measures. Prior to introducing penalty measure, the following points must be raised:

** Procedures for reporting and providing backup for problems must be defined.

** Definition of "Close" ticket time must be defined as it relates to a student system.

** Training Pre-requisites of Authorized Users must be established.

** Understanding that supplier will not be held responsible for providing end-user training as part of a "trouble call"

Procedures and timelines for End User to submit claims for failure to meet SLA must be established

Issue Type	Acknowledged/ Categorized	Action	Measurement period	Allowable Deviation
Mission Critical – Cannot complete core student system functions such as attendance, grade reporting, scheduling, report card generation,	Within 1 hour	Issue resolved or updated by the next business day	Monthly	0%

transcript generation. No workaround available.				
Major Issue - No workaround available, but issue is not considered a core student system function.	Within 4 hours (or next business day if staging is required)	Included in design specification with intent to include in the next release of the module. If the issue cannot be included in the next release of the module, a separate design spec will be developed and the issue will be handled as a separate project and an updated status report will be issued to VITA.	Monthly	2%
Standard Issue Logged	Within 8 hours (or next business day if staging is required)	Accepted as a low priority for consideration in a future release.	Monthly	3%
Minor Issues	Accepted within 7 days.	Accepted as the lowest priority for consideration in a future release.	Monthly	3%
Bugs associated with new Releases and/or enhancements	Acknowledged within 2 business days.	Included in next release for this module/enhancement.	Monthly	3%

C. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

16. SERVICE LEVELS AND REMEDIES

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth below. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

Supplier is not responsible for failures that are due to Authorized Users' local network failures, workstation-related issues, firewalls, filters, or failures on the pat of the Authorized User's Internet Service Provider. Supplier shall not be expected to troubleshoot local connectivity issues as part of this contract.

Service Level (Monthly)	Service Level Credit (Prorated Fees – Monthly)
Above 99%	0
98.99 – 97%	10%
96.99 – 95%	25%
94.99 – 93%	50%
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order, Authorized User may terminate such order without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

A. **Reporting**

Once each calendar month during the term of an order issued pursuant to this Contract, Supplier shall provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services, unless otherwise agreed upon by the Parties, and in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. Representatives of Supplier and Authorized User shall meet as often as may be reasonably requested by either Party, but no less often than once each calendar quarter, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Contract or such Authorized User's order that may be reasonably requested by either Supplier or Authorized User. Authorized User may independently audit the report at its expense no more than two (2) times annually.

B. **Failure to Meet Service Level Commitments**

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

C. **Escalation Procedures**

During the Implementation Phase: All communications will funneled through the implementation manager who has been assigned to a particular School Division. If not satisfied with the response, e-mails will go to the Executive VP at ann.savino@ccsinet.com and/or to the CEO/President at John.riconda@ccsinet.com. Phone calls can be placed directly to Ann Savino at 631-218-5230 and/or to John Riconda at 631-218-5227.

Post Implementation Support:
Initial Calls: Direct line established for Virginia School Divisions.
Initial e-mails: Direct to e-mail address established for Virginia School Divisions
Alternate Phone Number: 631-218-5280 - eSchoolData Customer Service Alternate e-mails: eskoldatahelp@ccsinet.com

After hours - emergency calls (24/7 Dispatch) 631-218-5200

If not satisfied with the response, e-mails will go to the Executive VP at ann.savino@ccsinet.com and/or to the CEO/President at John.riconda@ccsinet.com

17. ESCROW AGREEMENT

Supplier shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Application Escrow Agreement). Supplier shall maintain, in a separate escrow account for each Authorized User, copies of all content provided by or to such Authorized User in a format accessible without use of Supplier's Application (Content Escrow Account(s)). VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Application Escrow Agreement to ensure that such Application Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement. Any Content Escrow Agreement shall name as a third party beneficiary the Authorized User whose Content is kept in escrow pursuant to such Content Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth pursuant to the Application Escrow Agreement are specifically identified and listed in Attachment A to the Application Escrow Agreement and include the most current version used by all Authorized Users of:

viii).the source code for the Application software,

ix). all Documentation related thereto as well as all necessary and available information, proprietary information in English, and

x). technical Documentation in English which shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Application without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users and their Application Users to continue to use the Application.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to a Content Escrow Agreement shall be specifically identified and listed in Attachment A to such Content Escrow Agreement and include a monthly back up of the Content repository for such Authorized User.

Supplier warrants that the Escrow Agreements provide or shall provide for, among other items, the release of the list of items on Attachment A of each Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier reserves the right to form a new company, to acquire a new company, to be acquired by another company, to change the name of its company, or to utilize qualified partners to fulfill its maintenance obligations, without giving up it rights to protect its source code and/or proprietary documentation. Under no circumstances will VITA or any Authorized User have the right to access the source code or to decompile the code if the product is considerable a commercially viable product, regardless of whether the company and/or product have been renamed, Authorized User will have access to the Content which can be accessed

through an industry standard database structure. Authorized User is responsible for attaining database licenses.

Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Authorized User's Content is destroyed, lost, or damaged or following the termination or expiration of Authorized User's order for Licensed Services. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

Subject to the information and materials listed on <u>Attachment A</u> of the Application Escrow Agreement being released to the Commonwealth pursuant to the terms of the Application Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, yearly, irrevocable license, that permits limited disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed hereunder, along with all related documentation. The Commonwealth will, however, only use such copy of the source code internally to support the Software. If the source code is provided to a third-party vendor, it will be done for the sole purpose of supporting the Software internally and with no transfer of Intellectual Property rights.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the <u>Code of Virginia</u> may require Supplier to execute an additional Application escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the Application escrow agreement. Subject to the information and materials listed in such Application escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, yearly, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed to such Authorized User, along with all related documentation.

18. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier in the state of Virginia. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Licensed Services under more favorable prices in the state of Virginia, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change. Supplier reserves the right to offer discounted licensing fees and/or services to Authorized Users who opt into structured pilot program initiatives. No modifications to the contract can be made on the basis of "comparative pricing" unless both parties acknowledge the change in writing.

19. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

Each School Division may have its own record retention policy and it shall be the contractor's responsibility to abide by that particular policy. within reasonable limits. If the School Division's record retention policy requires additional expenditures on the part of the Supplier, those expenses will be covered by the School Division under mutually agreeable payment terms.

20. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance with the Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Application or that the provision of Licensed Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected

Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Application or Licensed Services, or any component thereof; or (b) replace or modify such infringing Application or Licensed Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Application or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service in the event such Authorized User cannot use the affected Application. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, AND LOSS OF CONTENT DUE TO SUPPLIER'S FAILURE TO EXECUTE ITS OBLIGATIONS TO BACK UP SUCH CONTENT, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

21. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of $2,000,000 per occurrence. In addition, Contractor Agrees to name VITA and the school divisions as an additional named insureds.

22. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/docs/psg.cfm) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties

(whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

23. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

24. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The terms and conditions in documents posted to the referenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, changes in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in

connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as <u>Exhibit F</u> hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the <u>Code of Virginia</u>.

E. Dispute Resolution

In accordance with §2.2-4363 of the <u>Code of Virginia</u>, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the <u>Code of Virginia</u> nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, <u>Code of Virginia</u> or the administrative procedure authorized by §2.2-4365, <u>Code of Virginia</u>.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the <u>Code of Virginia</u>.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding License, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Application or any components thereof and Licensed Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Software delivery or Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

(1) This signed form and all named Exhibits (defined below) and Attachments;

Exhibit A - Contractor's Proposal and the negotiated modifications, all of which documents are incorporated herein.

Exhibit B – Pricing

Exhibit C – Escrow Agreement

Exhibit D – N/A

Exhibit E – N/A

Exhibit F – Federal Lobbying Certification

(2) The Request for Proposal dated December 7, 2007;

(3) Any Addenda issued.

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: 1. this Contract; 2. an applicable order or Statement of Work.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: _Ann M Savino_
    (Signature)

Name: _Ann M. Savino_
      (Print)

Title: _EVP Strategic Dev._

Date: _June 20, 2008_

Address for Notice: Contemporary Computer Services, Inc.

(CCSI- eschooldata, LLC)
200 Knickerbocker Ave
Bohemia, NY
eschoolDATA, LLC
Attention: _ANN SAVINO_

VITA

By: _Philip L. Pippert_
    (Signature)

Name: _Philip L. Pippert_
      (Print)

Title: _Assoc. Director, SCM_

Date: _7/1/08_

Address for Notice:

VITA
11751 Meadowville Lane
Chester, VA 23836

Attention: Contract Administrator

Vendor Pricing Worksheet

Revised Pricing Submittal

Enter the name of your firm here	eSchoolData, LLC (formerly Contemporary Computer Services, Inc.)					
Enter the name of the SIS here	**eSchoolData NexGen**					
Components/Enrollment	**0-1,000 students**	**1,001-5,000 students**	**5001-20,000 students**	**20,001-40,000 students**	**Over 40,000 students**	
Minimum cost for the system	$18.00	$17.00	$15.00	$11.50	$10.10	Per student based on a minumum of 500 students. Year one licensing is the same whether an ASP option is selected or whether the school division hosts
Is there an additional cost per student cost? If so, please show that additional cost here.						
If there are other items not included in the initial cost, please list them here and show the cost for each category (for example, training).						**Comments**
Database Setup	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00	Initial creation of database, reporting services, and job schedules
Training Staff (per day)	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	Approx 15 days training required
SIS customization for State Reporting (hour)	$ -	$ -	$ -	$ -	$ -	No charge for State reporting changes
Hosting Services	$ -	$ -	$ -	$ -	$ -	Included with ASP pricing
Project Management (per implementation group)	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	If multiple school divisions implement together, this cost will be shared among them.
Project Management (per building)	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	Project Management fees can be determined by adding the base implementation
						fee + an additional project management fee per building.
Data Migration services (per high school building)	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	Per high school building
Data Migration services (per bldg)	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	Per primary/intermediate/MDS building
Hardware Requirements - School division hosting	TBD	TBD	TBD	TBD	TBD	School divisions intending to host will be responsible for all hardware including
						router, firewall, servers, and OS and Database software, backups, archiving, etc.
Maintenance						
Cost for year 2 (ASP Model)	$18.00	$17.00	$15.00	$11.50	$10.10	Per student basedon a minimum of 500 students
Cost for year 3 (ASP model)	$18.00	$17.00	$15.00	$11.50	$10.10	Per student basedon a minimum of 500 students
Cost for year 4 (ASP Model)	$18.90	$17.85	$15.75	$12.08	$10.61	Per student basedon a minimum of 500 students

Vendor Pricing Worksheet

Cost for year 5 (ASP Model)	**$18.90**	**$17.85**	**$15.75**	**$12.08**	**$10.61**	**Per student basedon a minimum of 500 students**
Cost for year 2 (Hosted by School Division)	**$14.00**	**$13.00**	**$11.00**	**$7.50**	**$6.10**	**Per student basedon a minimum of 500 students**
Cost for year 3 (Hosted by School Division)	**$14.00**	**$13.00**	**$11.00**	**$7.50**	**$6.10**	**Per student basedon a minimum of 500 students**
Cost for year 4 (hosted by School Division)	**$14.90**	**$13.85**	**$11.75**	**$8.08**	**$6.61**	**Per student basedon a minimum of 500 students**
Cost for year 5 (Hosted by School Division)	**$14.90**	**$13.85**	**$11.75**	**$8.08**	**$6.61**	**Per student basedon a minimum of 500 students**

If Maintenance does not apply, then what costs would be associated with years 2 through 5. Please itemize each and provide a cost.						
Loyalty discount, if any, and explain what item(s) the discount would apply to.						
Loyalty discounts will be extended to (non-pilot) school divisions after third year on the system. (ASP Model)	$0.72	$0.68	$0.60	$0.46	$0.40	
Loyalty discounts will be extended to (non-pilot) school divisions after third year on the system. (Hosted by School Divisionl)	$0.56	$0.52	$0.44	$0.30	$0.24	
group only)	$ 4.50	$ 4.25	$ 3.75	$ 2.88	$ 2.53	Pilot Program participants only
Regional Cost Sharing Discounts	TBD	TBD	TBD	TBD	TBD	Licensing fees for Regional Initiatives will be based on aggregate numbers if all school divisions are being implemented as a single project.
Optional Services Available						
LAN/WAN engineering services	110.00-250.00 pe	110.00-250.00 pe	110.00-250.00 pe	110.00-250.00 pe	110.00-250.00 per hour	
Data Analysis Services (Per hour)	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	

Vendor Pricing Worksheet

Custom Disaster Recovery Solutions										
Increased Frequency of Content Escrow										
Administrative Consulting Services - per day	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00
Standard consulting Services - per day	$	1,000.00	$	1,000.00	$	1,000.00	$	1,000.00	$	1,000.00
Travel day	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00
Consulting Services cost per hour (Web-Ex)	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00

Describe which components or features listed below are included in your current core web-based SIS product (i.e., integrated as part of your web-based product and included in the cost). Indicate if such components are available as an add-on module to the core SIS product in Column B. Additionally, you may provide a brief description of the item using Column B to type in the text or reference a MS-Word document using the corresponding **Section # and Sub Section #.**			Enter either Y=Yes, N=No, or F=Future	Enter details or reference an external document here.
General Requirements				
Sec.	Sec. #	Description of Requirement	A	B
A	1	Offers turnkey or staff-augmented system conversion services	Y	
A	2	Ad hoc reporting	Y	
A	3	Decision support/performance analysis tools	Y	
A	4	Discipline	Y	
A	5	Grade Reporting	Y	
A	6	Health	Y	
A	7	Online registration	Y	
A	8	Scheduling with master schedule builder	Y	
A	9	Special Education	Y	
A	10	Staff development	Y	
A	11	Standard or pre-defined reports	Y	
A	12	Virginia State Reporting	Y	Alignment to Virginia Requirements has been completed.
A	13	Student attendance	Y	
A	14	Student demographic/census data	Y	
A	15	Parent portal for access to system data	Y	
A	16	Standards-based K-12 grade book	Y	
A	17	Textbook inventory	F	
A	18	Transcript/graduation status tracking	Y	
A	19	Can you state the name of the proposed web-based Student Information System (SIS)?	Y	eSchoolData
A	20	Can you state how long has the proposed web-based SIS product been generally available on the market? (Years/Months)	Y	Seven Years
A	21	Can you state the current version/release of your web-based SIS product?	Y	3.16 NexGen
A	22	Can you describe how many Pre-K-12 school districts in the Commonwealth of Virginia have been running the current version of your web-based product for at least 3 full school year cycle?	Y	None
A	23	Can you describe how many Pre-K-12 school districts, nationwide, have been running the current version of your web-based product for at least 1 full school year cycle?	Y	50+
A	24	Can you list how many districts that are currently using your web-based SIS product that have an active student enrollment of 10,000 to 20,000; 20,000 to 40,000 and over 40,000?	Y	3 over 10,000, 2 over 40,000

Sec.	Sec. #	Description of Requirement	A	B
A	25	Can you name and describe other web-based systems (e.g., Finance, Human Resources, etc.,) your organization offers that currently integrates, or will integrate, with the proposed web-based SIS product?	Y	Provide integration to IEP Systems (IEPDirect and ClearTrack), Attendance Smart Card System (ScholarChip), Library Systems (Mandarin and Follet), Palm (Principalm), Transportation (Transfinder), Calling Systems (Connect-Ed, SAMS), Lunch (Nutrikid, Winsnap), Finance,(Finance Manager, WinCap)
A	26	Can you describe the detailed hardware/software/server specifications required to run and back up the proposed product, including any add-on modules, in a school district with the enrollment/enrollment projections of the District ? Attach sufficiently detailed specifications for the District to purchase the required items. Base the estimate on the numbers of students in ranges of your choosing.	Y	eSchoolData is a Software as a Service (SaaS) Offering. No server hardware is required.
A	27	Can you describe disaster recovery recommendations for the proposed solution?	Y	Standard options and custom options are
A	28	Can you provide detailed information about potential software incompatibilities including virus protection and other system software or utilities?	Y	The url of the eSchoolData hosting site should be setup as a trusted site for all filtering software, firewalls, etc. The teacher interface works well on Mac and PC. Browser settings may require adjustment to allow downloads, automatic resizing of windows, etc.
A	29	Can you explain which server operating systems are supported and recommended for the proposed web-based SIS product?	Y	eSchoolData is an SaaS offering.
A	30	Can you describe which database product is used for the proposed web-based SIS product? What edition? Version? Release?	Y	SQL 2005 Enterprise SP2
A	31	What web server product(s) are used for the proposed web-based product? What edition? Version? Release?	Y	IIS 6.0
A	32	Is the proposed system based on Open Source products? If yes, what Open Source products are used? What edition? Version? Release?	N	
A	33	If the proposed product is not based on Open Source products, does the current development roadmap include a transition to an Open Source environment? If yes, what Open Source product(s) are being considered?	N	
A	34	Does your system require any client/server companion products to set up, maintain, or use the product?	N	
A	35	Can you describe which web browsers are supported for the proposed web-based SIS product? *(Be sure to consider Macintosh-based computers and list the version requirements of/for each browser.)*	Y	IE 6.0 and Above, Mozilla Firefox 2.0, Saf

Sec.	Sec. #	Description of Requirement	A	B
A	36	Can you describe the technical skills recommended or required to effectively operate and administer the proposed system, including operating system, database application, and student information system application?	Y	Unless the system is being hosted locally, users simply need to know how to use the Internet and should be familiar with browser settings. Users who are analyzing data should be proficient in Microsoft Excel.
A	37	Can you describe what technical skills are recommended or required to perform system modifications? (i.e., user-defined fields, account management, report writing)	Y	No special skills are required to add user-defined fields. Most reports are accessible from a menu and therefore, no special technical skills are required to run most reports. Users who intend to develop complex custom reports, graphs and analysis, should be trained to use Microsoft Reporting Services. Users who are proficient using any report writing tool should be able to easily adapt to Microsoft Reporting Services.
A	38	Can you describe what training is available to support the system and how is it administered?	Y	Training plans are customized based on the needs of the school district. A train-the-trainer model is recommended. Training can take place onsite, via the web, or at CCSI corporate offices in New York or New Jersey, or at HCL offices in Virginia.
A	39	Can you describe the security features provided within the web-based SIS, including, but not limited to, comprehensive account management, password enforcement, automatic time out, etc…?	Y	*** See Attachment. (Security document to be updated with details on password enforcement and automatic time out configuration options by HCL)
A	40	Can you provide detailed information about possible integration with Microsoft's Active Directory environment including single sign-on capabilities?	Y	We currently do no have single sign on capabilities using Microsoft Active Directory environment, this can be achieved with eSchoolData.
A	41	Can you describe network bandwidth requirements for District-wide multi-user access to the proposed system, including, but not limited to, classroom attendance, teacher grade books, and administrative functions?	Y	The system will function on a dialup connection. A 100Mbit switched connection is more than sufficient to run
A	42	For the proposed product, can you describe how many simultaneous active teacher attendance/grade book connections can be supported on a 100Mbit switched network, without degradation in speed or data quality?	Y	*** See Attachment. More than 1,000. See Attached Bandwidth Utilization Rates. Estimates are based on the

Sec.	Sec. #	Description of Requirement	A	B
A	43	Can you list the software language(s) used to develop the proposed web-based SIS system?	Y	ASP.net, VB.net, C#, JavaScript, VBScript, XML, XSL
A	44	Can you describe any components of the web-based SIS product that uses emulation or similar software?	Y	None
A	45	Does the proposed web-based SIS product run from a single enterprise-wide database?	Y	One database per school district
A	46	Does the proposed SIS application utilize a real-time database?	Y	
A	47	Can updates to data be made in real time which is immediately visible through all modules?	Y	
A	48	Does the SIS application do any batch processing? If yes, please explain.	N	
A	49	Is the source code for the proposed web-based SIS available to the District? If yes, is there a cost?	N	
A	50	Can you name and describe the modules included in the proposed product's core system?	Y	Census, Registration, Attendance,
A	51	Can you name and describe current add-on modules for the proposed system. Include any hardware or software requirements in excess of those required by the core system, and any additional costs associated with licensing or supporting those modules?	Y	Principalm Software is available as an integrated solution, Microsoft Office Products such as Word and Excel are
A	52	Can you name and describe any modules currently in development, and the expected release date? Identify whether they will be part of the core system or add-on modules. Include any hardware or software requirements in excess of those required by the core system, and any additional costs associated with licensing or supporting those modules.	Y	An integrated Rapid Response System is currenlty in the alpha testing stage. This software will be included in the core system, but there will be fees assocaited
A	53	Do you offer system hosting services? Include the cost in the appropriate section of this RFP.	Y	
A	54	Can you name other districts that use you hosting services? (if applicable)	Y	Referrals listed on response document.

Sec.	Sec. #	Description of Requirement	A	B
		System Features		
B	1	System runs multi-user, multi-task over a WAN, and LAN-to-LAN	Y	
B	2	System allows multiple users to work on single student simultaneously (indicate number of users)	Y	Unlimited
B	3	System allows multiple users to work in one module simultaneously (indicate number of users)	Y	Unlimited
B	4	System allows for cross-platform workstations, please specify (e.g. Macintosh, Windows)	Y	Mac, Windows
B	5	System supports a central district server, please specify manufacturer and operating system(s)	Y	SaaS Solution. No servers required
B	6	System supports relational data base structures	Y	
B	7	Ability to have direct access via ODBC drivers to tables	Y	Read only access will be provided to
B	8	Cross-platform is native language code NOT emulation software	Y	
B	9	System relies on referential integrity within the database (foreign keys and primary key constraints	Y	
B	10	The data model is published to allow direct extraction of data into a data warehouse or a set of	Y	
B	11	Non-enrollment updates to the district server are on-line, real-time	Y	
B	12	All student information fields can be displayed or printed as needed throughout the system	Y	
B	13	Student data can be updated from multiple district locations by authorized users	Y	
B	14	Updates to data can be made in real time and are immediately visible through all modules	Y	
B	15	System has a fully developed SIF certified provider agent	Y	
B	16	Can you list the SIF data objects available in the SIF certified applications that will be provided as part of this proposal?	Y	LEA info, SchoolCourseInfo, School Info,Staff Personal, Student Contact, Student Personal, Student School Enrollment, Term Info
B	17	Can you name the zone integration server(s) that have been tested for use or that existing customers have used during deployment of the SIF certified applications that will be provided as part of this proposal?	Y	Edustructures, CPSI
B	18	Can you list all the objects and elements your SIF agent can transfer using the Vertical Reporting Framework (VRF)?	Y	None
B	19	Can you list SIF Certified applications that will be provided by your company as part of this proposal that (as posted on SIF Certification Registry: http://certification.sifinfo.org/cert_prodlist.tpl	Y	eSchoolData version 3.1.6
B	20	Can you list applications that will be provided by your company as part of this proposal that are not SIF Certified but that have SIF agents available and describe when you intend to have these applications certified as SIF Certified?	Y	None
B	21	For each SIF Certified application, can you supply a copy of the Conformance Statement Questionnaire that you completed as part of your Certification Application?	Y	
B	22	For each application that has a SIF agent but is not yet SIF Certified, can you provide a description of each agent's functionality in complete detail?	Y	

Sec.	Sec. #	Description of Requirement	A	B
B	23	Can you provide a brief history of your company's involvement with SIF implementations?	Y	eSD was designed around NCES standards from its earliest evolution. Since NCES served as the basis for SIF, we remained in close communication with members of the data warehouse steering committee. When it became clear that SIF was more than just an acronym, we became members of SIFA and began to develop our agents using Edustructures. While our Regional Service customers were assessing Zone Integration Servers, they were not ready to move forward with SIF until last year. As such, we made sure we were compliant, but did not seek certification until this week. A1278
B	24	Can you describe the implementation and support services available from your company during deployment of the SIF certified applications that will be provided as part of this proposal?	Y	*** See Attachment. SIF setup documentation is attached. Customer can schedule two calls with Supplier to review the setup requirements. If additional services are required, a separate SOW will be submitted to cover additional consulting and/or engineering services.
B	25	Can you describe the functions(s) supported by your application(s)? *(i.e. subscriber, provider, etc.).*	Y	Provider
B	26	Can you provide a list of other agent vendors and/or SIF certified applications that are known to have been deployed by schools and/or districts that have implemented your SIF certified applications that will be provided as part of this proposal?	Y	We are awaiting a complete list from our customers. We are aware of integration with Mandarin, Follet, WinSnap, Transfinder and Versatrans.
B	27	Can you list how many total customers do you have that have purchased and/or deployed your SIF certified applications that will be provided as part of this proposal?	Y	The ZIS is hosted by two BOCES, or service is provided to numerous clients within these regions. Additionally, two of
B	28	The SIF agent has a *write back* capability or will be programmed to have a *write back* capability (*write back* involves the agent moving the State Testing Identifier from EIMS and writes it back into the SIS into the proper student record)	F	Currently we don't have this capability, but it is planned for the next release
B	29	Capacities	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	30	Scalable number of fields within the system (including user defined fields)	Y	
B	31	Scalable number of tables	Y	

Sec.	Sec. #	Description of Requirement	A	B
B	32	Scalable number of entries within a table	Y	
B	33	Scalable number of screens	Y	
B	34	Scalable number of defined reports	Y	
B	35	Scalable number of students	Y	
B	36	Scalable number of schools and support departments	Y	
B	37	Scalable number of simultaneous users on the system	Y	
B	38	Scalable number of registered users	Y	
B	39	Scalable number of saved historical data base sets	Y	
B	40	Audit Features	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	41	Ability to identify which fields will be tracked	N	With the Auditing design we have predefined tables and fields that will be audited.
B	42	Ability to track user id, date, and time for selected fields	Y	With the proposed audit trailing design this is can be tracked.
B	43	Ability to track prior and revised field contents	Y	Yes with the audit trailing design this can be achieved.
B	44	Ability to produce and print auditor reports of specified audited field information	N	An entire report for audited fields by entity can be printed
B	45	Ability to revise and monitor which fields are part of the audited set on-line	N	
B	46	Ability to attach free form note fields to audited fields	N	
B	47	On-line Help Features	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	48	System generated on-line help information for all fields	Y	Can be covered in Online help
B	49	List value selections available for all table driven fields	Y	
B	50	Ability to create list of value tables for all user-defined fields	Y	
B	51	Ability for system field descriptions to be customized at the district level	N	Online help is generic to the system hence cannot be customized at district level.
B	52	Ability to generate a printed list of any table values requested (utility function; not on demand from screen)	Y	SQL Enterprise Manager
B	53	Ability for the user to access context sensitive online help regarding screen or field description and its intended use.	Y	
B	54	Ability for the user to access online help regarding valid table values for appropriate fields.	Y	Field level descriptions will be incorporated
B	55	User Custom Screens	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	56	Ability to retain customized fields, screens, and reports created in prior versions of the software	Y	

Sec.	Sec. #	Description of Requirement	A	B
B	57	Ability to create user defined fields (alpha numeric, numeric, date formats)	N	
B	58	Ability to create user defined screens	Y	With adhoc reporting capabilities of report
B	59	Ability to create user defined tables associated with fields	Y	User defined tables can be created for pre-defined fields not user defined fields.
B	60	Ability to define properties and edits for user defined fields	N	
B	61	Ability to add user defined fields to a system defined screen	Y	
B	62	Ability to add system defined fields to a user defined screen	N	
B	63	Ability to perform all standard query and reporting functions on user defined fields	Y	
B	64	Ability to modify properties of system defined fields (e.g. length, data type)	N	
B	65	Ability to increase table sizes on-line	N	
B	66	Ability to restrict data entry through the assignment of tables to fields as needed.	Y	System defined fields are validated to prevent "garbage-in-garbage-out" syndrome.
B	67	Ability to restrict data entry by assigning automatic data entry checks to fields as needed.	Y	
B	68	Ability to designate any field as required/mandatory	N	
B	69	Dynamic sizing of windows to eliminate scrolling	Y	
B	70	Ability provides a consistent user interface including: screen layouts, report layouts, messages, field labels and date display.	Y	
B	71	Defaulted values can be overridden by the user.	Y	
B	72	The system has the ability to assign business logic to fields and processes.	N	
B	73	System Utilities	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	74	Ability to view and correct software problems from remote sites on the network	Y	
B	75	Ability to monitor system performance across the WAN and be warned of possible developing problems	Y	
B	76	Ability to view and correct software problems from remote sites on the network. Indicate platform dependence, if any.	Y	
B	77	Applications are site independent (i.e. based on security level data can be viewed/manipulated from any location)	Y	
B	78	System data can be recovered from backup without losing any updates from backup to the point of failure	Y	
B	79	System Back-ups	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	80	The system provides back-up capabilities.	Y	
B	81	Ability to either restore the entire division's data or an individual school's data.	Y	
B	82	Ability to perform mass changes to data elements throughout the system.	Y	
B	83	Ability to navigate between student records for mass changes within a particular functional area such as updating immunization records for all incoming 6th graders.	Y	

Sec.	Sec. #	Description of Requirement	A	B
B	84	The system provides capability for selective and full back-ups and recoveries of the database.	Y	
B	85	The system remains accessible during back-up processes	Y	
B	86	Support and Documentation	Y	Entered "Y" for each category if the system supports at least one element within the category.
B	87	Vendor presentations at User Group Meetings	Y	
B	88	Complete user manuals for all modules included	Y	
B	89	User Documentation available on-line	Y	
B	90	User Documentation available in printed text format	Y	
B	91	Ability to reproduce documentation without restriction	Y	
B	92	Complete error message documentation included	Y	
B	93	Complete error message documentation available on-line	Y	
B	94	Complete error message documentation available in printed text format	Y	
B	95	New user training manuals for all modules included	Y	
B	96	On-line tutorial package included (specify modules if limited)	Y	
B	97	Comprehensive, fully documented data dictionary included	Y	*** See Attachment. Example only - full data dictionary provided upon award
B	98	File and Table layouts included	Y	
B	99	System Flow descriptions included	Y	
B	100	Program Descriptions/Narratives included	Y	
B	101	Cross References for use of files, tables, and programs included	N	
B	102	User defined fields are added to the data dictionary	Y	
B	103	User defined tables are added to the cross reference descriptions	N	
B	104	Operations manuals and procedures included	Y	
B	105	Print Queue management documentation included	N	
B	106	Administration & operations manual included	Y	
B	107	District assigned staff (multiple users) permitted to call toll free support	Y	

Sec.	Sec. #	Description of Requirement	A	B
		**Basic Student Information**		
C	1	Ability to perform Name search to allow unique student ID across the district over multiple years. Multiple field search functionality to determine a unique student including a minimum of student ID, first name, last name, date of birth, gender over multiple years.	Y	
C	2	Ability to collect Name change history	Y	When audit trailing is on
C	3	Fielded name storage (i.e. first, middle, last).	Y	
C	4	Fielded address storage (i.e. house number, street direction, street name, street indicator, city, zip+4)	Y	
C	5	Ability for address to be 2 or 5 fields.	Y	
C	6	Ability to track no middle name has been confirmed.	Y	
C	7	Ability to automatically assign city and zip code based on address	Y	
C	8	Ability to provide zip plus four and carrier presort	Y	
C	9	Ability to designate phone numbers as unlisted and prevent print/display except where permitted by security	Y	
C	10	On-line address verification relative to county/school boundaries, grade level assignment, and school enrollment capacity.	Y	
C	11	Out-of-District enrollment and tracking using GIS verification of residence address	Y	
C	12	Ability to maintain information for students not enrolled, but the district is responsible such as with membership	Y	
C	13	Ability to calculate and monitor enrollment capacity.	Y	
C	14	Ability to indicate that a student is currently enrolled in two different schools simultaneously.	Y	
C	15	Unlimited adult records including fielded name, relationship, address including out-of-state, phone, age, and highest educational grade/degree	Y	
C	16	Unlimited emergency contact records with priority ratings including name, relationship, and phone numbers. Ability to track other means of contact (i.e. cell phones, pagers, e-mail).	Y	
C	17	Additional parental information including marital status and custody arrangements	Y	
C	18	Ability to track by day of the week joint custody situations. Keep student legal and primary address based on day-of-the-week for joint custody situations	Y	
C	19	Ability to track restraining orders by effective date, expiration date, and person(s) involved	Y	
C	20	Ability to warn appropriate personnel of expiring restraining orders and power of attorney documents	Y	
C	21	Ability to track Sibling information including name, age, and district student id	Y	
C	22	Access to family data via family matching techniques with options by address, oldest/youngest, within school/district, Including a sibling identification field(s) for school communications.	Y	
C	23	Unrestricted grade level designations. Alphanumeric grade levels that can be setup by the customer.	Y	
C	24	Ability to define and have displayed on all screens a "special condition" message about a student (i.e. severe medical condition, severe discipline record, custody, etc.). Ability to change or remove a "special condition".	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	25	Ability to specify access rights by user role.	Y	
C	26	Ability to keep a mailing address separate from the residence address.	Y	
C	27	Ability to maintain expected and actual year of graduation. Indicate a field that designates IEP grads.	Y	
C	28	Ability to track student grade level changes and retentions.	Y	
C	29	Ability to separate grade level changes & retentions from student school changes and entries/withdrawals from district	Y	
C	30	Ability to include fields to maintain all currently kept demographic data including grade level, birth date, ethnicity (See http://www.ed.gov/legislation/FedRegister/other/2007-4/101907c.html), etc.	Y	
C	31	Base system has the ability to enter an individual's race(s) separately from their ethnicity on the same screen using the US Department of Education (USED) two question format (http://www.ed.gov/legislation/FedRegister/other/2006-3/080706d.html). The user should not require the user to look up codes. The system should not require the user to look up codes.	Y	Configured by State. Some states are vehemently opposing Federal standards.
C	32	Ability to resolve duplicate student id problems and keep all existing records intact and in sync	Y	
C	33	Ability to quickly access multiple types of information about a selected student and navigate without reentry of the student id (i.e. demographic, schedules, GPA, program services, etc)	Y	
C	34	Ability to denote/monitor/secure homeless students.	Y	
C	35	Ability to denote/monitor/secure free lunch status for students.	Y	
C	36	Ability to track Out of District, concurrent, homebound, online and dual enrollment students.	Y	
C	37	Ability to create a school or schools for Out of District students who only attend special-school programs and no other school	Y	
C	38	Ability to track Address/Relationship Information	Y	
C	39	Ability to track a unlimited addresses and relationships for each student. This will include the following:	Y	
C	40	- Student residential address	Y	
C	41	- Who that student legally lives with	Y	
C	42	- Legal guardian of student	Y	
C	43	- After school care and pick-up	Y	
C	44	- Mother and Father relationship - separated or divorced	Y	
C	45	- Release Flag	Y	
C	46	- Closest neighbor	Y	
C	47	- Closest relative after the legal guardians	Y	
C	48	- Home language	Y	
C	49	- Grid Code (Attendance Area/Map Grid)	Y	
C	50	- Family Code	Y	
C	51	Ability to track each Address/Relationship data including:	Y	
C	52	- 911 Address	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	53	- City	Y	
C	54	- County	Y	
C	55	- State	Y	
C	56	- Telephone Numbers – ability to indicate a primary phone number for calling systems – SMS number and vendor for text messages	Y	
C	57	- Emergency Phone Number and address	Y	
C	58	- Two Work Phone Numbers and address	Y	
C	59	- Cell Phone Number	Y	
C	60	- Fax Number and location	Y	
C	61	- Minimum of two Parent/Guardian Contact Email Addresses	Y	
C	62	- Appropriate individual for mailings to be sent	Y	
C	63	Ability to automatically format mailing address to US Postal Service standards	Y	
C	64	Ability to check Address/Relationship information to provide Sorts for multiple Mailings: Report Cards, Attendance Letters, Discipline Letters, Mailing Labels and General Notices	Y	
C	65	Ability to propagate Address/Demographic changes throughout all screens.	Y	
C	66	Ability to allow information to interface with an automated parent notification system that includes Homework, Email Notification of Attendance, Discipline, and Grade Reports.	Y	
C	67	Ability to allow information to interface with a Teacher Interface System (Grade book, Attendance, etc.), that includes the ability to email information to contacts.	Y	
C	68	All student information should be able to be viewed from one central section in the application:	Y	
C	69	- Student basic information as listed under Demographic Data section	Y	
C	70	- Address/Relationship information as described in that section	Y	
C	71	- Medical	Y	
C	72	- Daily and Class/Period Attendance	Y	
C	73	- Course Selections	Y	
C	74	- Complete Schedule	Y	
C	75	- Grade Summary and Grade Detail for each course	Y	
C	76	- Home Language	Y	
C	77	- Discipline Records	Y	
C	78	- Testing Information	Y	
C	79	- Transcript Information	Y	
C	80	- Special Education	Y	
C	81	- Medicaid	Y	
C	82	- Busing	Y	
C	83	- Vocational (VA CTERS)	Y	
C	84	- School Activities	Y	
C	85	Ability to locate a student or group of students with any combination of criteria in the database including, but not limited to: Name, Counselor, Grade, Homeroom, Locker, Active Status, Selected User Fields, School and Student ID.	Y	

ATTACHMENT A - Section 5. REQUIREMENTS

Sec.	Sec. #	Description of Requirement	A	B
C	86	The following data should be included in the Student Information section. This is the area that is considered to be Student Demographic Data.	Y	
C	87	- Student ID should accommodate 20 character length.	Y	Default is 10 characters with 36 Character Internal ID
C	88	Ability for district to customize field-level validation rules on all demographic fields such as possible values, field length, alpha vs. numeric	N	User defined fields are allowable, but there are limitations to what can be added. Where is makes sense for users to setup choices, those options are available.
	89	Ability to suppress fields on any page	Y	Field can be suppressed on any page, but sometimes the fields are suppressed as part of a larger group of fields.
C	90	- Student Name	Y	
C	91	- Nickname	Y	
C	92	- Social Security Number encryptable or masked	Y	
C	93	- Birth Date and Age	Y	
C	94	- Gender	Y	
C	95	- Grade Level	Y	
C	96	- Diploma Type	Y	
C	97	- Counselor's Name	Y	
C	98	- Active Status	Y	
C	99	- Year of Graduation Date	Y	
C	100	- Special Education Code	Y	
C	101	- Disability	Y	
C	102	- Special Education Case Manager	Y	
C	103	- Hours in Special Education Classes	Y	
C	104	- Parent/Guardian Email Address	Y	
C	105	- Student Email Address	Y	
C	106	- Sports Eligibility	Y	
C	107	- Transportation Aid Field	Y	
C	108	- Bus Route-AM	Y	
C	109	- Bus Route-PM	Y	
C	110	- Ethnic Code	Y	
C	111	- PK Experience	Y	
C	112	- Previous School	Y	
C	113	- Next School	Y	
C	114	- Dropout Reason	Y	
C	115	- Current Homeroom	Y	
C	116	- Part-time or Full-time Status	Y	
C	117	- Current Sports Eligibility	Y	
C	118	- Deny Tags	Y	

ATTACHMENT A - Section 5. REQUIREMENTS

Sec.	Sec. #	Description of Requirement	A	B
C	119	- Birth Place, State, and Country	Y	
C	120	- Home Language	Y	
C	121	- Primary Language	Y	
C	122	- English as Second Language (LEP Code)	Y	
C	123	- Length of Time in US (LEP 1-3)	Y	
C	124	- Food Service Code	Y	
C	125	- Discipline Information including but not limited to, probation/ juvenile officer contacts	Y	
C	126	- Truancy Conferences	Y	
C	127	- Migrant Status	Y	
C	128	- Mobility Information (transfers, withdrawals, dropout information)	Y	
C	129	- Medicaid Information	Y	
C	130	- Student Photograph	Y	
C	131	- Locker Information	Y	
C	132	- Title 1, Gifted, and other special program participation flag(s)	Y	
C	133	- Number of User defined fields/flexibility to add demographics	Y	
C	134	- User fields can be validated.	Y	
C	135	- Fines/Overdues	Y	
C	136	- Students can be dually/concurrently enrolled in multiple schools.	Y	
C	137	- Early College Scholars	Y	
C	138	- IB/AP participants	Y	
C	139	Ability to associate secondary courses with broad career paths (i.e. science/health; human resources; communication, arts, media; or business, management, finance)	Y	
C	140	Ability to access this career related course information in screen format as a self-counseling tool for students	N	
C	141	Ability to associate NCAA requirements with secondary courses	Y	
C	142	Ability to report or transmit career and student record related data (e.g. demographics, grades, attendance, GPA, , test scores, disability, disadvantaged status, and CTE classes completed, electronic transcripts using the Schools Interoperability Framework specification 2.x)	F	SIF testing harness not yet available for 2.x
C	143	Ability for students to enter and edit an Individual Career and Academic Plan (educational planner, career planner, resume builder, graduation requirements checklist, upload original documents, view transcript and test history)	F	These capabilities are currently available in the system, but are not in the form of a "true" college tracking system. A complete college tracking module is slated for release for the Fall 08.
C	144	Ability for all student information fields be displayed or printed, at will, throughout the system. Identify those that cannot and why	Y	Database administrators can access all fields. Standard users are typically prohibited from accessing social security numbers, health journals, confidential medical conditions, special education data, IEPs, etc.

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Sec.	Sec. #	Description of Requirement	A	B
C	145	Students who attend an alternative school - student records are maintained at the home school. Ability for the alternative school personnel to be able to "link" to the home school records to enter grades, attendance, etc.	Y	
C	146	Ability for local businesses to enter and edit a profile and post opportunities and resources	N	
C	147	Students who attend an alternative school - student records are maintained at the home school. Ability for the alternative school personnel to be able to "link" to the home school records to enter grades, attendance, etc.	Y	
C	148	Ability for students and faculty to view posted opportunities and resources from local businesses	N	
C	149	Post-graduation Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	150	Ability to identify students who go on for college or other vocational training after graduation	Y	
C	151	Ability to identify the institutions and their characteristics that students attend (i.e. private/public, 2/4 year institutions, voc ed focus, degrees earned)	Y	
C	152	Ability to identify schools applied to versus accepted at versus selected by the student	F	This is currently available in the Guidance journal. A complete college tracking module is slated for release for the Fall 08.
C	153	Ability to record fees information for college applications	F	This is currently available in the Guidance journal. A complete college tracking module is slated for release for the Fall 08.
C	154	Ability to identify degrees earned and major categories	F	This is currently available in the Guidance journal. A complete college tracking module is slated for release for the Fall 08.
C	155	Contact Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	156	Ability to document parent contacts (including date, time, name, comments)	Y	
C	157	Ability to document home visits (including date, time, name, location, comments)	Y	
C	158	Ability to document parent/teacher conferences (including date, time, name, location, comments)	Y	
C	159	Ability to view/print contact information (criteria selections of student, parent, dates, comments)	Y	
C	160	Ability to view/print summary contact information (i.e. number of contacts, number by type, number by student, number by date range and comments)	Y	
C	161	Ability to record comments associated by each teacher contact	Y	
C	162	Unlimited number of contact types	Y	
C	163	Unlimited number of contacts per student	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	164	Program Services	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	165	Ability to identify student program participation to district program and staff evaluation activities	Y	
C	166	Ability to identify students receiving multiple program services and the nature of those services including the times/days provided	Y	
C	167	Ability to correlate GPA information to program service activities	Y	
C	168	Ability to track program participation by date, program, location, grade level, gender and ethnic	Y	
C	169	Ability to define a program, including name, beginning and ending dates, grade level, service provider, number of minutes, exit reasons	Y	
C	170	Ability to track program participation historically	Y	
C	171	Special Education	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	172	Ability to monitor by program service(s) including dates, disability, setting, status, placement code and diagnosis code (multiple records)	Y	
C	173	Ability to monitor educational placement outside the regular classroom.	Y	
C	174	Ability to monitor most recent evaluation in multiple disciplines by date	Y	
C	175	Ability to identify 504 students . (See Section 504 of the Rehabilitation Act of 1973.)	Y	
C	176	Ability to enter special transportation requirements (e.g. seat requirements, medical needs, wheelchair lifts, seat belts, students need for a bus aide, am/pm pickup address, and contact name and phone)	Y	
C	177	Ability to maintain a memo field or additional information related to special education students for transportation purposes (i.e. medical or behavioral information).	Y	
C	178	Ability to meet all federal and state reporting requirements on an ongoing basis specifically OCR compliance reporting bi-annually.	Y	
C	179	Ability to identify Case manager	Y	
C	180	Ability to restrict access of special ed information by user	Y	
C	181	Ability to contact parent or case manager electronically	Y	
C	182	Gifted and Talented Program (GT)	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	183	Ability to record qualifying levels and areas of giftedness, services provided, and dates.	Y	
C	184	Ability to access individual student program participation historically	Y	
C	185	Ability to track GT student services from Special Education and Psychological Services.	Y	
C	186	Ability to track GT student participating in academic enrichment activities.	Y	
C	187	Ability to monitor GT student academic growth over time.	Y	
C	188	Ability to track GT student course and/or program enrollment in middle and high school.	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	189	Federal Programs	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	190	Ability to identify participating students by multiple program service, dates, and status	Y	
	191	Ability to capture and report teacher rank criteria for students	Y	Requires configuration of "other indicators"
C	192	Ability to capture and report teacher rank criteria for students	Y	
C	193	Ability to integrate data sets including academic grades, attendance, assessment, migrant, welfare, retentions, bilingual, special ed, free & reduced lunch data, and Title I	Y	
C	194	Ability to identify courses as Title I courses	Y	
C	195	Ability to capture teacher judgment evaluations of Title I students on-line	Y	
C	196	Ability to create and print rank ordered (eligibility) lists based on the teacher judgment evaluation data	Y	Judgment criteria would need to be loaded into the system as an "indicator". Teachers could assess students individually and results would be immediately compiled on a candidate list.
C	197	Free/reduced Lunch Programs	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	198	Ability to identify that a student is qualified to receive free/reduced lunch services.	Y	
C	199	The following additional information should be available for students on free/reduced lunch status to include application number, type of service, school year	Y	
C	200	Ability for Free/reduced lunch information to be transferable if a student moves from one school to another during the school year.	Y	
C	201	If a student is dually enrolled (i.e., attends classes at more than one location) ability for all locations to have access to free/lunch status information	Y	
C	202	Ability to restrict free/reduced lunch information at the user level.	Y	
C	203	Ability to import direct certification data.	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	204	Ability to determine qualification of lunch status based on economic information.	Y	Although user defined fields can be used to record family income, and this information can be used to determine eligibility for free and reduced lunch, eSD is not specifically designed to be a Free/Reduced lunch system. If Virginia users want to have a true Free/Reduced lunch module incorporated into the core product, we will commit to developing a complete system - one that could be used for Summer feeding programs as well. To ensure that this new module meets the needs of Virginia users, Input from the steering committee would be sought.
C	205	School Choice Program	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	206	Access to Choice application status:	Y	
C	207	Reason applied	Y	
C	208	Resident school	Y	
C	209	School of choice	Y	
C	210	Transportation provided	Y	
C	211	PK Program	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	212	Identify students who have preschool experience prior to kindergarten	Y	
C	213	Identify the source, duration, and category of the preschool experience	Y	
C	214	Ability to generate preschool trend analysis for identifying community needs (i.e. need for neighborhood Head Start programs, identifying programs that have positive effects on children's readiness for school)	Y	
C	215	Ability to prioritize preschool candidates by test scores	Y	
C	216	Ability to create and update a preschool eligibility file tracking entrance dates, exit dates, waiting date and produce reports of same	Y	
C	217	Ability to show a preschool student enrolled in two school simultaneously for AM and PM classes	Y	
C	218	Ability to show a preschool student enrolled in one school for AM and PM classes	Y	
C	219	Ability to track funding sources for particular preschool classes or programs	Y	
C	220	Home School Information	Y	Entered "Y" for each category if the system supports at least one element within the category.

Sec.	Sec. #	Description of Requirement	A	B
C	221	Ability to track by name and/or Student ID students who live in the district boundaries but participates in a home-based educational program (currently registered or historical)	Y	
C	222	Ability to track requirement compliance for home schooling including testing criteria and registration with district	Y	
C	223	Ability to automatically identify a student from home schooling if part-time enrollment in the district occurs	Y	
C	224	Ability to automatically withdraw a student from home schooling if full time enrollment in the district occurs	Y	
C	225	Ability to keep multiple records including entry and exit dates for home schooling historically	Y	
C	226	Foreign Exchange Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	227	Ability to identify and track students including home country, dates, status, identification numbers	Y	
C	228	Ability to monitor these students with school transfer placements	Y	
C	229	Ability to track native language	Y	
C	230	Ability to track mobility	Y	
C	231	Basic Student Information - Mobility	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	232	Ability to track movement to/from and within the district. Ability to track transaction date, reason, effective date, sending/receiving district school numbers, grade level, voucher schools, private institutions and facilities.	Y	
C	233	Ability to aggregate mobility data by any identified group of students	Y	
C	234	Ability to calculate mobility rates by any identified group of students	Y	
C	235	Unlimited number of mobility reason codes	Y	
C	236	Ability to display/print mobility over multiple years for a student	Y	
C	237	Ability to display/print mobility statistics generated for identified groups of students	Y	
C	238	Ability to store a history of student withdrawals and re-enrollments within the same school year and school district if outside of District.	Y	
C	239	Ability to inactivate a student from classes upon withdrawal from the school without going into the student scheduling system	Y	
C	240	Ability to update enrollment history	Y	
C	241	Health	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	242	The Health Module interface is web browser based and accessible with authentication from an intranet or internet based workstation.	Y	
C	243	Ability to record date, score, and narrative for multiple hearing and vision screenings per year.	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	244	Ability to record date, height, and weight multiple times per year and a narrative section for each.	Y	
C	245	Ability to record physical examinations/screenings	Y	
C	246	Ability to record Scoliosis screenings for X-Ray and Exams to include date, impression, and evaluation results for multiple screenings per year.	Y	
C	247	Ability to record Tuberculosis Test C263date, impression, and evaluation results for multiple screenings per year.	Y	
C	248	Immunization tracking by dates, exemption, types, and compliance status	Y	
C	249	Immunization compliance calculation based on birthdate/grade level and immunization dates (that can be recalculated upon request)	Y	
C	250	Ability to specify different immunization requirements for different grade levels and school years.	Y	
C	251	Ability to change immunization requirements on-line and to request recalculation of student immunization status based on new criteria (e.g. changing laws that govern compliance)	Y	
C	252	Ability to generate mail-merge health/immunization notices or referrals based on health/immunization records	Y	
C	253	Ability to keep multiple years of health history for review as needed	Y	
C	254	Ability to track multiple allergy information	Y	
C	255	Ability to track significant student health conditions by condition and dates	Y	
C	256	Ability to track daily medication by student including doctor, time, dose, dates, comments	Y	
C	257	District evaluation tracking by discipline, provider, dates, and document (i.e. health services, psych services, social work services)	Y	
C	258	Ability to track/display/print incidents by categories (e.g. child abuse)	Y	
C	259	Ability to view referrals	Y	
C	260	Ability to record Physicians name and phone number	Y	
C	261	Ability to record Specialist physicians (e.g., endocrinologist)	Y	
C	262	Ability to track free-form comments	Y	
C	263	Ability to track health insurance information from student data	Y	
C	264	Ability to track students with special health needs and to be categorized by a code.	Y	
C	265	Ability to track health room visits by student, day, and month.	Y	
C	266	Ability to restrict health information by user.	Y	
C	267	Ability to record and track who entered/updated data in module.	Y	
C	268	Ability to track Medicaid reimbursable activities.	Y	
C	269	Develop reports on an ad hoc basis. The ad hoc abilities should allow for information to be reported on vaccination, tests for those that have not received attention from a certain date, and reporting by special needs.	Y	
C	270	Health Reports	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	271	Medication logs	Y	
C	272	School immunization compliance	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	273	Special health concerns report	Y	
C	274	Visits to the health office (daily, weekly, monthly)	Y	
C	275	District-wide summary report	Y	
C	276	Building reports (monthly)	Y	
C	277	Summary of the student's health and medical data	Y	
C	278	Hearing and vision test results	Y	
C	279	Scoliosis test result	Y	
C	280	Health and physical examination list	Y	
C	281	Religious/medical immunization exemptions	Y	
C	282	Injury list	Y	
C	283	Reporting by special needs codes	Y	
C	284	Reports and Displays Based on Scheduling Process	Y	
C	285	Student conflicts	Y	
C	286	Wait lists from conflicts	Y	
C	287	Lists students in courses for which the student has not met prerequisite requirements	Y	
C	288	Lists students in courses for which the student has already received credit	Y	
C	289	Student schedules by selected criteria	Y	
C	290	Class rosters by selected criteria	Y	
C	291	Class rosters by selected criteria on special forms	Y	
C	292	Class membership reports by course, teacher, period, ethnicity, gender, etc.	Y	
C	293	Alternate schools class membership reports by home school, course, teacher, period, etc.	Y	
C	294	Display/print individual student schedules	Y	
C	295	Display/print student schedules for previous year	Y	
C	296	Display/print student schedules for coming school year after new schedule is completed	Y	
C	297	Display/print class rosters for current, previous, future terms and/or school years	Y	
C	298	Lists of teachers/course/room by school selected by a time criteria (e.g. all teachers/course/room taught between 9:30 and 11:00 am)	Y	
C	299	Ability to display students by counselor name or number	Y	
C	300	Medicaid Information	N	Entered "Y" for each category if the system supports at least one element within the category.
C	301	Ability to create individualized customized views of the data for Service Providers: Audiologists, LPC, Health Technicians, Nurses, OT, O/M, PT, Psychologist, SW, Sp Ed Teacher, Sp/Lang	N	Although user defined fields can be used to track Medicaid information, eSD is not specifically designed to track this data. If this needs to be part of the core product, we will incorporate a true Medicaid tracking module into the system. To ensure that this new module meets the needs of Virginia users, Input from the steering committee would be sought.

Sec.	Sec. #	Description of Requirement	A	B
C	302	Ability to view all data pertinent to Medicaid reporting and maintenance of the data by the individual provider serves as an electronic signature.	N	
C	303	Ability to access server provider information.	Y	
C	304	Ability to provide access to student Medicaid eligibility to appropriate service provider groups.	N	
C	305	Provider specific modules need to include necessary data for billing Medicaid eligible students	N	
C	306	Ability to create and print reports based on information entered.	Y	
C	307	Ability to download data from SIS to COMBS Medicaid software	N	
C	308	Ability to track Medicaid eligibility and numbers identified by currently used Medicaid software	N	
C	309	Social Worker, Psychiatric, Nursing Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	310	Ability to track social work information across the district for attendance, referrals, court cases, child abuse	Y	
C	311	Ability to print mail merge type letters and forms using social work data being tracked	Y	
C	312	Ability to keep computerized activities reports for all three areas with research and reporting capabilities that will be available to receiving schools as students change schools	Y	
C	313	Ability to track student services staff assignments by student/school/district to schools/buildings including research and reporting capabilities	Y	
C	314	Ability to track student assistance measures including student, service type, dates, times, costs, location (e.g. eye glasses, ArtReach Fund)	Y	
C	315	Ability to track Crisis Team activities including dates, school, staff, event, authorities notified, follow up steps, costs	Y	
C	316	Ability to track teacher training provided by the Health Office including teacher, employee ID, date, time, training type, current status and location	Y	
C	317	Ability to track health equipment inventory	Y	
C	318	Ability for all service providers to enter student specific data such as, Date of Service, Service Category/Procedure Codes, Provider Codes, # of Units, Reason for Visit, Intervention and ICD-9 Code.	Y	
C	319	LEP - English Language Acquisition	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	320	Identification by country, languages (3) spoken/understood/ dominant, qualifying test scores, and other home language criteria	Y	
C	321	Ability to monitor by program service including dates, type, location (multiple records for changing requirements with historical access)	Y	
C	322	Ability to anticipate staffing requirements based on projected student program needs by school and district	Y	
C	323	Ability to meet all Federal and State reporting requirements on an ongoing basis	Y	

Sec.	Sec. #	Description of Requirement	A	B
C	324	Ability to store and monitor English Proficient status based on multiple criteria, and to monitor student performance for three years after classified English Proficient before official program exit.	Y	
C	325	Ability to gather data sets, by date range, based on criteria for specific opportunities (e.g. grant proposals, federal/state initiatives, legal or district requests) and report in a variety of formats (both detail & summary)	Y	
C	326	Ability to capture and use multiple years of test results from internal / external sources	Y	
C	327	Ability to identify students/families needing non-English specific language translations for various district memos, letters, etc (identified by primary language)	Y	
C	328	Ability to identify students whose non-English proficient status is severe enough to be exempt from district normed testing summary reporting	Y	
C	329	Ability to identify and store information on students as eligible for Immigrant Funding and report as needed including Alien registration #, date of US entry, and year(s) funded	Y	
C	330	Ability to identify students needing additional testing or data to meet program criteria requirements	Y	
C	331	Ability to produce reports without the use of ad hoc query functions	Y	
C	332	Ability to calculate enrolled program days using start and end program service dates and appropriate school calendar	Y	
C	333	Ability to identify program service centers based on address, grade level and need	Y	
C	334	Ability to store multiple records for students whose data changes	Y	
C	335	Ability to identify eligible students including STI, status, social security number or district student number, and migrant identification number	Y	
C	336	Migrant Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
C	337	Ability to meet all federal and state reporting requirements on an ongoing basis	Y	
C	338	Ability to access health history information including immunizations	Y	
C	339	Ability to identify qualifying mobility dates, cities, and states	Y	
C	340	Ability to track city, state, country of birth	Y	
C	341	Ability to track Bi-national credits (i.e. Mexico/US)	Y	All SIF country codes are supported
C	342	Ability to track clock hours served by course	Y	
C	343	Must have the ability to store a unique 10-digit State Testing Identifier (STI) number, which will be provided by another system (EIMS).	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Attendance		
D	1	Ability to Transfers or Batch Update Attendance data in Real-Time	Y	
D	2	Ability to record daily, am/pm, and period-by-period attendance for individual students	Y	
D	3	Ability to record daily, am/pm, and period-by-period attendance for groups of students	Y	
D	4	Ability to enter attendance via on-line screen entry, scan forms, or bar code scan	Y	
D	5	Ability to tie the Daily Attendance Code Table to an Attendance Code to a Description, its associated Number of Days Absent, Tardy, Days Possible and a Reason Code for the absence.	Y	
D	6	Ability to pre-post Excused Absences or Field Trip information. Posting routines should be available by class section, by individual student, or by group of students to cover single periods, or a range of periods.	Y	
D	7	Ability to lock attendance file on a period-by-period basis	Y	
D	8	Ability to post Daily Attendance by Homeroom, with the options to be done by the individual day or by a range of dates.	Y	
D	9	Ability to enter daily or period attendance from the teacher's grade book.	Y	
D	10	Ability for teachers to access an Attendance Roster of all of their students in a period of the day, regardless of whether they teach one or two courses in that period. For example: They have several students who are "student teachers" or "office aids", who attend one course/section that meets in the same period as another course/section in which they assist. The teacher should be able to access all of the students on the same roster.	Y	
D	11	Ability to handle attendance for multiple period courses by block schedule	Y	
D	12	Ability for Period Attendance to be viewed and reported (printed) both by period and course, including by course for alternating block schedules.	Y	
D	13	Ability to view the Total Class Absence for each student's entire school year. Ability to view Marking Period Absence Totals for individual courses. Ability to view specific days absences for each course.	Y	
D	14	Ability to record attendance for some students for part of one day of the week. (i.e. If a student attends 45 minutes in a week, the system has the ability to record and track partial days.)	Y	
D	15	Ability to record attendance for students who attend more than one school. (e.g., a high school and regional center)	Y	
D	16	Ability to take attendance for courses that are not necessarily held in the traditional classroom. (online courses, etc.)	Y	
D	17	Ability for teachers to only record/update attendance for the current day. Changes to previous days will go through the attendance secretary.	Y	
D	18	Ability to prevent teachers from overriding a Reason Code entered by the Attendance Secretary.	Y	
D	19	Ability for district to access real-time attendance data by student, school, district	Y	
D	20	Ability of office personnel to update attendance based on security level	Y	
D	21	Ability to aggregate period-by-period attendance data when used in block scheduling models	Y	
D	22	Ability to aggregate period-by-period attendance data when used in flexible track models	Y	

Sec.	Sec. #	Description of Requirement	A	B
D	23	Ability to enter absences for any date including past, present and future	Y	
D	24	Ability to track the date and time of tardies, the reasons, optional free form narrative, and the associated Attendance Code.	Y	
D	25	Ability to be able to post students as entering late or leaving early and record the time of entering/leaving.	Y	
D	26	Ability to integrate absence and demographic information with a variety of automated calling systems	Y	
D	27	Ability to view the Total Class Absence for each student's range of dates. Ability to view Marking Period Absence Totals for individual courses. Ability to view specific days absences for each course.	Y	
D	28	Ability to run absence reports based on user selection criteria	Y	
D	29	Functionality to integrate attendance information with state funding reporting	Y	
D	30	Ability to have a district attendance code/reason table from which schools can choose their codes	Y	
D	31	Ability to offer unlimited number of absence reasons	Y	
D	32	Ability to offer unlimited number of excuse codes	Y	
D	33	Ability to view attendance information from sending school at the receiving school when a student transfers	Y	
D	34	Ability to link attendance to schedule changes by course	Y	
D	35	Ability to create summary data by student and school for use in multiple year profile reporting	Y	
D	36	Message warning to alert school personnel of excessive absences, tardiness or extra-curricular absence based on school defined criteria	Y	
D	37	Message warning to school personnel of period cuts based on school defined criteria	Y	
D	38	Ability to create reports that meet the needs of existing criteria (i.e. award good/perfect attendance)	Y	
D	39	Ability to generate attendance info as it relates to : health: i.e. physical and mental, mobility, pregnancy/parenting, immunizations, child abuse, homelessness, alternative placement services, school success, etc.	Y	
D	40	Ability to track multiple types of absences for credit removal purposes.	Y	
D	41	Ability to print letters based on the number and types of absences for credit removal purposes	Y	
D	42	Ability to rebuild this absence count when absences are changed.	Y	
D	43	Ability to combine attendance data with other Special Education data for reporting purposes	Y	
D	44	Ability to link attendance data to schedule changes by section	Y	
D	45	Ability to query period by period attendance	Y	
D	46	Ability to query absence/attendance daily, am/pm, or period-by-period.	Y	
D	47	Ability to create summary data for any time period for a single student, for a group selected by specific criteria (e.g. teacher), or for an entire school population	Y	
D	48	Ability to calculate days enrolled and days present for every student in the district	Y	

Sec.	Sec. #	Description of Requirement	A	B
D	49	Ability for every school to have a calendar for the entire year that can be created by entering the start date and end date.	Y	
D	50	Each school should be able to create multiple calendars.	Y	
D	51	School Calendars should have the ability to account for holidays, snow days, in-service days, staff development days, marking period end dates, test days and half days.	Y	
D	52	An on-screen view of the School Calendar should be available.	Y	
D	53	Each calendar in the entire system should be able to accommodate year round school possibilities.	Y	
D	54	Posting Daily Attendance for individual students should have the flexibility to be entered by Student ID, Last Name and First Name.	Y	
D	55	Ability to restrict certain courses from being included in attendance	Y	
D	56	Ability to perform mass changes related to selected attendance criteria	Y	
D	57	Student Daily Attendance	Y	Entered "Y" for each category if the system supports at least one element within the category.
D	58	Ability for the Daily Attendance Code Table to tie an Attendance Code to a Description, its associated Number of Days Absent, Tardy, Days Possible and a Reason Code for the absence.	Y	
D	59	Ability for the Daily Attendance Code Table to be school based, but, should also be able to be moved to another school through a built-in routine.	Y	
D	60	Ability to Post Daily Attendance by Homeroom, should have the options to be done by the individual day or by a range of dates.	Y	
D	61	Ability for posting by homeroom, a list of students for that specific day should be displayed. The Homeroom List should include: Student ID, Grade, Name, and a space to enter the Day's Code for that student. When entering the Attendance Code, the user should be able to display the Attendance Code Table for easy reference.	Y	
D	62	Ability, in the case of tardies, for the system to have the flexibility to post by: Student ID, Grade, Name. The user should be able to pull up a list of matching students using any of the above fields.	Y	
D	63	Ability for tardy entries to track the date and time of the tardies, the reasons, optional free form narrative, and the associated Attendance Code.	Y	
D	64	Ability to track the reasons for the tardy, that ties the Tardy Code to the Attendance Table, should be included to accelerate the data entry process. All codes that relate to this process should be available to be displayed for easy access to valid codes.	Y	
D	65	Ability for the system to provide a variety of ways to view a student's attendance. Some ways required are to see the entire calendar with the attendance codes, along with a key to the code's meaning. The user should be able to view this information by Date order, Day of the Week order, and by Attendance Code. Access to, and navigation throughout, these view screens should not be time consuming.	Y	
D	66	Ability to enter absence reasons in mass (e.g., field trip), for a particular period of the day or for an entire day. The system should also have the ability to enter different absence reasons within the mass entry (e.g., absence).	Y	

Sec.	Sec. #	Description of Requirement	A	B
D	67	Ability to prevent teachers from overriding a Reason Code entered by the Attendance Secretary.	Y	
D	68	Ability to record attendance for some students for part of one day of the week. (i.e. If a student attends 45 minutes in a week, the system has the ability to record and track partial days.)	Y	
D	69	Ability to record attendance for students who attend more than one school. (e.g., an elementary school and the gifted center)	Y	
D	70	Ability to track multiple types of absences for credit removal purposes. Ability to print letters based on the number and types of absences reached in each course/section/period. Ability to rebuild this absence count when absences are changed.	Y	
D	71	Ability to track attendance by hours and minutes, by course.	Y	
D	72	Ability to handle attendance for multiple period courses.	Y	
D	73	Ability to enter a code in period attendance which will not go against their tardy/absence for the class, such as school activity. (Class Period Attendance Code for MS and HS)	Y	
D	74	Ability to generate Attendance Violation Letters.	Y	
D	75	Ability to adjust Attendance Calendar for district snow days or emergency days without recreating entire calendar.	Y	
D	76	Ability to send Attendance letters via email.	Y	
D	77	Reports should be available from the Attendance Code Table and individual school calendars.	Y	
D	78	The Daily Attendance List should have the flexibility to be produced for a specific date and for a specific attendance code. The school should have the option for the above list to include the phone number of where the student resides and an emergency number.	Y	
D	79	Every Attendance Absence List should allow for a user defined narrative to be displayed on the bottom of the list.	Y	
D	80	The Excessive Absence List should allow for the flexibility to specify a range of dates to consider, and report on the number of absences and tardies within that range.	Y	
D	81	An Attendance Statistical Report for any specific year and month, that shows the attendance code and total number in that code by ethnic category and gender, should be available.	Y	
D	82	An attendance report for part-time students should be available.	Y	
D	83	Enrollment Summary Reports that calculate tardies and absentees by: Grade, Gender, and Ethnic Category, should be available. The report should also calculate the Average Daily Attendance, Average Daily Enrollment and Average Daily Membership. This information should be available for any specific date, or range of dates, for a specific school or the entire district.	Y	
D	84	An attendance report of all students for a specific day should be provided and should include: Grade, Homeroom, Reason, and Monthly Total for students' absences and tardies.	Y	
D	85	Daily attendance reported by designated groups for AYP, NCLB, etc.	Y	
D	86	Daily Attendance Reports	Y	
D	87	Reports should be available from the Attendance Code Table and individual school calendars.	Y	

Sec.	Sec. #	Description of Requirement	A	B
D	88	The Daily Attendance List should have the flexibility to be produced for a specific date and for a specific attendance code. The school should have the option for the above list to include the phone number of where the student resides and an emergency number.	Y	
D	89	Every Attendance Absence List should allow for a user defined narrative to be displayed on the bottom of the list.	Y	
D	90	The Excessive Absence List should allow for the flexibility to specify a range of dates to consider, and report on the number of absences and tardies within that range.	Y	
D	91	An Attendance Statistical Report for any specific year and month, that shows the attendance code and total number in that code by ethnic category and gender, should be available.	Y	
D	92	An attendance report for part-time students should be available.	Y	
D	93	Enrollment Summary Reports that calculate tardies and absentees by: Grade, Gender, and Ethnic Category, should be available. The report should also calculate the Average Daily Attendance, Average Daily Enrollment and Average Daily Membership. This information should be available for any specific date, or range of dates, for a specific school or the entire district.	Y	
D	94	An attendance report of all students for a specific day should be provided and should include: Grade, Homeroom, Reason, and Monthly Total for students' absences and tardies.	Y	
D	95	Multiple user-defined letters should be available to store and merge with the address/relationship information, to notify family member of excessive absences.	Y	
D	96	The system should have the ability to generate attendance letters for students with a specific number of absences, as well as, a range of absences.	Y	
D	97	Ability for Attendance letters to be sent via email.	Y	
D	98	Attendance should interact with teacher web browser interfaces in Real-Time.	Y	
D	99	Class/Period Attendance Reports	Y	
D	100	The system should produce the following reports:	Y	
D	101	Ability to create student summary by student name or student ID	Y	
D	102	Ability to create Daily Class Absence List	Y	
D	103	Ability to create Period Class Absence List	Y	
D	104	Ability to create Excessive Absence List for a range of dates, for a range of class absences, to include one or more categories related to excused and unexcused	Y	
D	105	Ability to create Excessive Absence Letter for a range of dates, for a range of class cuts, to include one or more categories related to excused, unexcused, and//or unlawful	Y	
D	106	Ability to generate Attendance letters by period based on reaching absent limits by individual period (example if student is absent 3 times in 1st period day letter generated, if absent 3 times in 4th period, 3 day letter is again generated for that period.	Y	
D	107	Ability to generate Attendance Reports required by the State.	Y	
D	108	Ability to generate Attendance reports by designated groups for AYP, NCLB, etc.	Y	
D	109	Ability to generate Absence reports by student, by class, or by period.	Y	
D	110	Ability to type comments in on why students are tardy or leave early	Y	
D	111	Ability to generate perfect attendance and no tardy reports based on selected criteria	Y	

Sec.	Sec. #	Description of Requirement	A	B
D	112	Class/Period Attendance	Y	Entered "Y" for each category if the system supports at least one element within the category.
D	113	Ability for the system to contain tables associated with class attendance codes and reasons for the absence that corresponds to the attendance code, for easy input.	Y	
D	114	Ability for Posting of Class/Period Attendance data by date or by class section	Y	
D	115	Ability for the system to post students as entering late or leaving early and record the time of entering/leaving.	Y	
D	116	Ability for Daily attendance to be updated from the Class Attendance System.	Y	
D	117	Ability to pre-post Excused Absences or Field Trip information. Posting routines should be available by class section, by individual student, or by group of students to cover single periods, or a range of periods.	Y	
D	118	Ability to view the Total Class Absence for each student's entire school year. Ability to view Marking Period Absence Totals for individual courses. Ability to view specific days absences for each course.	Y	
D	119	Ability for Period Attendance to be viewed and reported (printed) both by period and course, including by course for alternating block schedules.	Y	
D	120	Ability for the system to take attendance for courses that are not necessarily held in the traditional classroom. (online courses, etc.)	Y	
D	121	Ability for the system to contain tables that define multiple sets of start/end times for each period.	Y	
D	122	Attendance should interact with teacher web browser interfaces in Real-Time.	Y	
D	123	Ability for Attendance to be printed on report cards and transcripts	Y	
D	124	Ability to adjust/rotate Attendance Calendar for district snow days or emergency days without recreating entire calendar.	Y	
D	125	Ability to generate teachers not taken attendance report	Y	
D	126	Ability to e-mail teachers based on attendance not taken report	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Grade Book/Report Cards/Transcripts & Testing		
E	1	Teacher grade book is web browser based and accessible, with authentication from an intranet or internet based workstation.	Y	
E	2	Relevant student data should be available for use by the Grade book module. (i.e., no re-entry of student data)	Y	
E	3	Data is real-time vs. periodic data transfers or batch updates.	Y	
E	4	Allows numeric grades, decimals, raw scores, letter grades, symbol grades, and rubrics.	Y	
E	5	Ability of allowing teachers to effectively manage grades and attendance, within one application.	Y	
E	6	Ability of allowing teachers to effectively manage standards mastery within one application.	Y	
E	7	Ability for grade book to accommodate elementary and secondary levels.	Y	
E	8	Ability to allow access to multiple years of grades and associated data.	Y	
E	10	Ability to allow movement between multiple Marking Periods.	Y	
E	11	Ability for differentiating between Quarter courses, Trimester courses, six week courses, and Semester/Year-long courses.	Y	
E	12	Ability to store the NCES School Codes for the Exchange if Data (SCED) to facilitate student record exchange and etranscripts. See http://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2007341	Future	
E	13	Ability for automatic assignment date adjustment, in order to keep assignments in the current marking period.	Y	
E	14	Option to enter one assignment, and have a separate copy automatically created for each course to which it was given.	Y	
E	15	Option to assign or remove assignment from students at time assignment is created.	Y	
E	16	Ability to create new assignments directly from the grading screens.	Y	
E	17	Ability to allow teachers to create their own assignment categories.	Y	
E	18	Ability for assignment listings to show due dates, assignment category, and indication of whether graded or not graded.	Y	
E	19	Ability to create multiple categories, which can each be weighted differently.	Y	
E	20	Ability for assignment listings that allow teachers to arrange by category grouping, date order, or graded/ungraded.	Y	
E	21	Ability for assignment maintenance to allow full editing capabilities.	Y	
E	22	Ability to provide a storage area for assignments to be created and then reused throughout marking period	Y	
E	23	Ability to handle assignments that are broken into components.	Y	
E	24	Ability for bonus points, curves, and extra credit grades.	Y	
E	25	Grade book allows assignments to all be weighted differently.	Y	
E	26	Ability to allow lowest score in a category to be dropped, but prevent dropping only score in category.	Y	
E	27	Ability to allow components to have separate due dates and be graded individually.	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	28	Ability to allow students to be exempted from one or more components while redistributing the component weight.	Y	
E	29	Ability for grade book to provide grading choices of Points or Pass/Fail.	Y	
E	30	Ability to support more than one grading scale. (Standard - Advanced)	Y	
E	31	Ability to support more than one grading type. (Traditional - Learning Contract)	Y	
E	32	Ability for unlimited formula-driven grading methods.	Y	
E	33	Ability to configure to all methods of grading and all weighting schemes.	Y	
E	34	Ability to move dropped students and their assignment grades, to another Grade book or central holding area, for pickup or checking by the new teacher.	No	Marking period grades can be carried over, but assignments cannot be carried over because they are usually unique to each teacher.
E	35	Ability for period grading screen to allow as many recalculations as necessary.	Y	
E	36	Allows for mastery grading/standards tracking.	Y	
E	37	Provides for multiple methods of evaluating/calculating student proficiency towards objectives	Y	
E	38	Provides utility to preload district and/or state standards into teachers' grade books via a centralized point	Y	
E	39	Grade book has the ability for standards to be linked directly to assessments.	Y	
E	40	Ability for grade book to calculate standards mastery for the teacher automatically based upon assessment score entered in the grade book.	Y	
E	41	Grade book has the ability to allow for the district to define the rubric(s) used to determine standards mastery.	Y	
E	42	Ability to generate completely customizable elementary & secondary, standards based report card.	Y	
E	43	Elementary & Secondary report card can be generated and printed directly from teacher's grade book.	Y	
E	44	Elementary & Secondary report card can be generated and printed for all students from centralized application.	Y	
E	45	Ability to electronically collect freeform comments from teachers, which can be automatically transferred to standards based report cards.	Y	
E	46	Ability for teachers to enter in freeform comments includes a spell-checker.	Y	
E	47	Ability for simultaneous reporting of numeric grading and standards proficiency.	Y	
E	48	Allows teachers to customize extra fields for demographic and task information.	Y	
E	49	Allows teachers to browse between different marking periods efficiently.	Y	
E	50	Allows teachers to track Special Education students independently of rest of the class.	Y	
E	51	Provides for "single button" technology in order for teachers to submit grades at the end of the marking period.	Y	
E	52	Ability to print multiple pre-defined reports against data collected in grade book.	Y	
E	53	Allows grade book reports to be printed for a single student, a group of tagged students, or the entire class all at once.	Y	
E	54	Ability to allow a system administrator to login with a single ID and gain open access to every teacher's class files.	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	55	Ability to command various system settings from a centralized point with a single login and session.	Y	
E	56	Ability to run grade verification reports from the grade book and from a centralized point.	Y	
E	57	Provides centralized utility to broadcast messages to all users.	Y	
E	58	Ability to have all attendance data entered in to teachers' grade books be instantly available for the attendance clerk.	Y	
E	59	Provides an attendance management utility for attendance clerks.	Y	
E	60	Ability to allow attendance clerks to enter and edit attendance data at the database level.	Y	
E	61	Ability to support daily attendance, period attendance, A/B attendance, block scheduling, modified block scheduling.	Y	
E	62	Ability to create and maintain custom attendance codes to match the attendance codes currently being used in SIS.	Y	
E	63	Ability to distinguish between which attendance codes will be available for teachers to use in taking attendance with and which ones that attendance clerks will have access to.	Y	
E	64	Ability to maintain a complete audit trail of all attendance transactions.	Y	System generated updates are also differentiated.
E	65	Ability to put a date, time, and user stamp on all attendance transactions.	Y	System generated updates are also differentiated.
E	66	Ability to allow teachers to take attendance through a definable seating chart.	Y	
E	67	Ability to allow teachers to take attendance through a roster list.	Y	
E	68	Ability for teachers to take attendance via a handheld or mobile device.	Y	
E	69	Allows for a method of taking attendance if all students in a class are present and accounted for.	Y	
E	70	Ability to store current and past attendance data for each class in a manner that is easily referenced by teachers.	Y	
E	71	Ability to allow a teacher to easily reference if a student had an attendance infraction on the day an assignment was due.	Y	
E	72	Ability to allow attendance clerks to edit attendance by a single student at a time.	Y	
E	73	Ability to allow attendance clerks to edit attendance multiple students at a time.	Y	
E	74	Ability to allow attendance clerks to edit attendance by predefined groups of students.	Y	
E	75	Ability to provide secure methods for substitute teachers to take attendance.	Y	
E	76	Ability to provide built in attendance reports for teachers and attendance clerks.	Y	
E	77	Ability to determine which teachers have taken attendance and which ones have not at any given point in time.	Y	
E	78	Ability for principals to gain real-time access to data that is being collected in teachers' grade books.	Y	
E	79	Ability for principals to gain real-time access to grade and attendance data without requiring extra steps by teachers other than saving the grade book.	Y	
E	80	Ability for Principals to query data on a single student, group of students, or the entire school all at once.	Y	
E	81	Ability for Principals to print raw data as well as graphs of grade and attendance distributions.	Y	

ATTACHMENT A - Section 5. REQUIREMENTS

Sec.	Sec. #	Description of Requirement	A	B
E	82	Ability for Principals to view data as specific as each student's performance on every assignment for every class.	Y	
E	83	Ability for coaches or athletic directors to gain real time access to data that is being collected in teachers' grade books in order to track student eligibility.	Y	
E	84	Ability for Coaches to gain real-time access to grade and attendance data without requiring extra steps by teachers other than saving the grade book.	Y	
E	85	Ability for coaches or athletic directors to be given limited access to the system, whereupon they would only have access to the students that they are responsible for monitoring.	Y	
E	86	Ability for counselors to gain real time access to data that is being collected in teachers' grade books, including grade and attendance data without requiring extra steps by the teachers other than saving the grade book.	Y	
E	87	Ability for counselors to be given limited access to the system, whereupon they would only have access to the students that they are responsible for monitoring.	Y	
E	88	Progress Reports	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	89	Ability for an easy posting routine for a specific interim period for each class and section.	Y	
E	90	Ability by class section and student, to code and to identify students as failing, in danger of failing or passing.	Y	
E	91	Ability for a narrative that can be input to explain the reason or actions the student needs to take.	Y	
E	92	Ability for a status report to list all the students in danger of failing.	Y	
E	93	Ability for progress reports to allow use of pre-defined comments.	Y	
E	94	Ability for progress reports to be available online - for multiple years - showing comments and grades of all teachers.	Y	
E	95	Ability to recalculate a Progress Report (prior to printing).	Y	
E	96	Allow for detailed reports by teacher and student or group(s) of students.	Y	
E	97	Elementary Grade Book	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	98	Ability to monitor, access and update all classroom and grading functions	Y	
E	99	Ability to have a drop/add message to identify schedule changes, new students, and withdrawals	Y	
E	100	Ability to have a seating chart with names and can use for attendance entry	Y	
E	101	Ability to have a seating chart with pictures and can use for attendance entry.	Y	
E	102	Ability to have attendance recording by period, daily, or half day	Y	
E	103	Ability to use only district approved attendance code and reasons	Y	
E	104	Ability to block teacher from using specified attendance codes designated for administrative use	Y	
E	105	Ability to record unlimited number of assessment types (e.g. quiz, final, oral, homework, teamwork)	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	106	Ability to record unlimited number of assignment grades or scores, multiple assignment grades per day, test scores, etc.	Y	
E	107	Ability to set up an individual teacher's grade conversion table including both numeric and letter grades and have an unlimited number of grade types (e.g. A,B,C,D,F or E,S,U)	Y	
E	108	Ability to set up formulas for grade calculation	Y	
E	109	Ability to set criteria for grades calculations (e.g. assignment or test score weight, final grade, omit from grade calculation, factor in grade curve, etc.)	Y	
E	110	Ability for teacher to view grades and attendance for their students entire schedule	Y	
E	111	Ability to record conduct evaluations	Y	
E	112	Ability to include multiple comment fields (specify number and size restriction)	Y	
E	113	Ability to have anecdotal comments	Y	
E	114	Ability to enter grades (e.g. grades, conduct grades, comment codes, and anecdotal comments)	Y	
E	115	Ability to upload make up assignments with comments	Y	
E	116	Ability to have attendance reporting for work-study students.	Y	
E	117	Ability for teachers to view their student's attendance data	Y	
E	118	Verified Credits	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	119	Verified credits are automatically calculated based on students grades and student SOL test scores.	Y	
E	120	Ability for user to manually enter a verified credit for a student	Y	
E	121	Ability for user to manually enter a local verified credit	Y	
E	122	If user manually enters a verified credit for a student, system will not remove/overwrite the verified credit upon automated recalculation	Y	
E	123	Verified credits display on student transcript	Y	
E	124	Generate reports on student verified credit status	Y	
E	125	Generate reports that identify students who need to retake SOL test.	Y	
E	126	Generate alerts to guidance counselors on students verified credit status	Y	
E	127	Ability to create and modify multiple seating charts	Y	
E	128	Report Card	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	129	Ability to handle import of grades from other sources such as Blackboard or Angel	Y	
E	130	Ability to report final grades for variable terms (i.e. quarter, semester, or combination)	Y	
E	131	Ability to report daily progress grades.	Y	
E	132	Ability to maintain progress grades multiple times throughout a school year	Y	
E	133	Ability to omit course sections from report card (semester long classes when reporting quarter grades)	Y	
E	134	Ability to report both final and grades in progress on same report card	Y	
E	135	Allows for letter grades (i.e. A, B, etc., S, U, or Pass/Fail)	Y	
E	136	Allows for grade modifiers (+ or -)	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	137	Allows for numeric grades	Y	
E	138	Allows for a combination of alphanumber and numeric grades	Y	
E	139	Ability to add weight factors to modifiers for honor roll calculations	Y	
E	140	Ability to limit the use of modifiers by school level (e.g. use at middle schools only)	Y	
E	141	Ability to set up a grade code table with letter values, numeric conversions, weight factors, and narrative explanation	Y	
E	142	Ability to award non-standard credit by student.	Y	
E	143	Ability to calculate multiple grade point averages, for each individual marking period and for a cumulative total.	Y	
E	144	Ability to calculate the final grade automatically. Marking Period and Final grades should give the proper weight (i.e., final exam 20%, each of the four marking periods 20%).	Y	
E	145	Ability for class rank to be tracked for each cumulative GPA stored.	Y	
E	146	Ability for flexible GPA calculation routines that allow users to select from a variety of calculation options.	Y	
E	147	Ability for both weighted and unweighted GPA, using add or multiply weighting.	Y	
E	148	Ability for GPA calculations to go out to four decimals.	Y	
E	149	For each student, ability for a user to be able to view credit status towards graduation.	Y	
E	150	For each student, ability for a user to be able to enter/view/track mastery information.	Y	
E	151	Ability for conduct grades	Y	
E	152	Ability to set up and use a comment code table with narrative explanation in grading process	Y	
E	153	Ability for anecdotal or parent comments with grade or conduct	Y	
E	154	Ability to store comment descriptions in multiple languages.	Y	
E	155	Ability to print scan sheet with defined criteria for grades in progress and/or end of terms	Y	
E	156	Ability to input grades from scan sheet	Y	
E	157	Ability to view/input/modify grades on-line by class roster	Y	
E	158	Ability to view/input/modify grades on-line by individual student	Y	
E	159	Ability to upload grades from teacher's grade book module	Y	
E	160	Allows a receiving school to view grades in progress and final grades in real time from the sending school	Y	
E	161	Ability to interface with Attendance to report attendance on the report card	Y	
E	162	Ability for a teacher to view grades for all of a student's courses	Y	
E	163	Allow for numeric grades and numeric grade modifiers	Y	
E	164	Ability to handle cases when a course is composed of a series of other courses, the application should allow for the individual course to be correctly recorded for report cards and all other grade reporting reports.	Y	
E	165	Ability to print report cards at school site	Y	
E	166	Ability to create a standardized district approved form	Y	
E	167	Ability to print to a standardized pre-printed form	Y	
E	168	Ability to create report cards as a mailer form	Y	
E	169	Ability to display/print report cards by individual student or by student groups as per selected criteria (e.g. 12 grade, ethnic group, etc.) at the school or district level	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	170	Ability to interface with grade history to print current GPA and graduation requirement information on report cards	Y	
E	171	Ability to interface with state defined standards when measurements become available	Y	
E	172	Ability to print user defined global messages on the report card	Y	
E	173	Includes report of students with missing grades	Y	
E	174	Includes report of grade analysis and distribution by defined criteria (i.e. attendance, ethnicity, gender, etc.)	Y	
E	175	Includes report of grade analysis and distribution by defined criteria (i.e. attendance, ethnicity, gender, etc.)	Y	
E	176	Includes report of failure, incomplete and non-credit grades	Y	
E	177	Includes progress reports	Y	
E	178	Includes honor roll by defined criteria for grades in progress and final grades	Y	
E	179	Includes class rosters with grades	Y	
E	180	Ability to interface with alternate school to have grades available for the student at both sites especially alternate school grades at home school	Y	
E	181	Ability to store honor roll data by grades in progress and final grades as desired	Y	
E	182	Ability to include attendance information on report cards by course	Y	
E	183	Elementary Report Card	Y	
E	184	Ability to report grades by subject area instead of course section.	Y	
E	185	Ability to have report card in a descriptive form with a progress checklist on objectives to be met for benchmark standards and objectives.	Y	
E	186	Ability for letter grade (A through F) with modifiers or satisfactory/unsatisfactory (e.g. E,S,N) or user defined grading icons or symbols.	Y	
E	187	Ability for marks in effort, conduct and/or citizenship.	Y	
E	188	Ability to track attendance.	Y	
E	189	Allows for District, School, Class, Group, Parent and Student comments.	Y	
E	190	Ability to reprint grades from previous terms on subsequent report cards. (including inactive students)	Y	
E	191	Ability to customize report cards.	Y	
E	192	Ability to include "progress towards goals" on the report card	Y	
E	193	Classroom Grade Book	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	194	Ability to monitor, access, and update all classroom and grading functions.	Y	
E	195	Ability to have a drop/add message to identify schedule changes, new students, and withdrawals.	Y	
E	196	Ability to have a seating chart with names and can use for attendance entry.	Y	
E	197	Ability to have a seating chart with pictures and can use for attendance entry.	Y	
E	198	Ability to have attendance recording by period, daily, or half day.	Y	
E	199	Ability to use only district approved attendance code and reasons.	Y	
E	200	Ability to block teacher from using specified attendance codes designated for administrative use.	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	201	Ability to record unlimited number of assessment types, dates, descriptions, titles and rubrics, (e.g., quiz, final, oral, homework, teamwork)	Y	
E	202	Ability to record unlimited number of assignment grades or scores, multiple assignment grades per day, test scores, etc.	Y	
E	203	Ability to set up an individual teacher's grade conversion table, including both numeric and letter grades, and have an unlimited number of grade types, symbols and icons. (e.g., A,B,C,D,F, or E,S,U)	Y	
E	204	Ability to set up multiple formulas for grade calculation.	Y	
E	205	Ability to set criteria for grade calculations. (e.g., assignment or test score weight, final grade, omit from grade calculation, factor in grade curve, etc.)	Y	
E	206	Ability to record conduct evaluations.	Y	
E	207	Ability to include multiple comment fields. (Please specify number and size restriction.)	Y	
E	208	Ability to have anecdotal comments.	Y	
E	209	Ability to enter grades (e.g., grades, conduct grades, comment codes, and anecdotal comments).	Y	
E	210	Ability to upload make-up assignments with comments.	Y	
E	211	Ability for the teacher to create a progress report.	Y	
E	212	Ability for the teacher to remotely access the system.	Y	
E	213	Ability to specify the minimum requirements for classroom workstations.	Y	
E	214	Ability to have attendance reporting for work-study students.	Y	
E	215	Ability for the teachers to view their students' attendance data.	Y	
E	216	Ability to create and modify multiple seating charts.	Y	
E	217	Ability to export a class list.	Y	
E	218	Ability to share Grade books among teachers (team teaching).	Y	
E	219	Reports Card Reports	Y	
E	220	Some of the basic reports that should be available:	Y	
E	221	* Selected grade list	Y	
E	222	* Grade distribution by class and by teacher using graphs	Y	
E	223	* Student profile report includes all the students grades for each marking period along with absences, tardies.	Y	
E	224	* Grade verification sheets after the grades have been scanned	Y	
E	225	* Report cards that address the secondary and elementary schools	Y	
E	226	* Report card in mailable format	Y	
E	227	* Report card that allows user notes to be added per student	Y	
E	228	* Permanent grade labels to allow us to complete the current transcript process.	Y	
E	229	* Class rank reports	Y	
E	230	* Class rank report with the ability to select criteria (to include/exclude sets of students, rank based on actual credits, etc.)	Y	
E	231	* Ungraded students for a particular marking period	Y	
E	232	* Credit status, including credits needed for graduation	Y	
E	233	* D, F, I grade list	Y	
E	234	* GPA reports - both cumulative and grading period GPA's	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	235	* Elementary grade and progress reports	Y	
E	236	Transcripts	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	237	The VA Board of Education has approved changes to the student transcripts, which will become law in the near future. Please see http://www.pen.k12.va.us/VDOE/suptsmemos/2007/inf193.html	Y	
E	238	Ability to electronically transfer transcripts and student records to other school divisions and higher education using the Schools Interoperability Framework specification 2.x (preferred), or by other open standards methods	Y	Student records can be transferred between databases. Demograhics, Enrollment Records, Schedules, Course History, Assessment History, Attendance, Discipline, Health Immunizations and Medical History
E	239	Allows for cumulative multiple year grade history/transcript information	Y	
E	240	Allows for multiple graduation requirement definitions that are also graduation year specific	Y	Graduation requirements can be unique for each cohort.
E	241	Ability to link the graduation requirements table directly with the student (some groups of students have different graduation requirements than others)	Y	
E	242	Ability to post grades to grade history/transcript file at the end of any term when final grades are issued	Y	
E	243	Posting of grades to grade history/transcript file is an automatic process done when final grades are issued	Y	
E	244	Posted grades are flagged so they may not be posted a second time. Posting of modified final grades to transcripts is a separate process not done automatically when final grades are modified.	Y	
E	245	Grades posted at an alternate school are added to students grade history transcript file.	Y	
E	246	Course grade history, graduation requirements, and cumulative GPA data can be queried.	Y	
E	247	Posting of grades automatically updates graduation requirements and cumulative GPA data	Y	
E	248	Grade history/transcript file can be manually updated	Y	
E	249	Ability to add in course grade history information using course numbers and titles that are not in the district course table with a warning	Y	
E	250	Ability to maintain course grade history information using current course table information with automatic update of graduation requirements and cumulative GPA.	Y	
E	251	Updating course grade history can only be done by student's current home school	Y	
E	252	Ability to store grade history/transcript information for graduating seniors for historical purposes	Y	
E	253	Ability to query on GPA data both current and historical	Y	
E	254	Ability to customize transcripts.	Y	
E	255	Ability to enter grade history for students who are new to the District, and calculate the credits and GPA.	Y	
E	256	Ability for system to recalculate audited course grades.	Y	
E	257	Ability to handle multiple student graduation plans.	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	258	Ability to print activities information on the transcript.	Y	
E	259	Ability to track attendance information available for each year, with the information containing: the school, marking period, grade level, and the total excused and unexcused absences.	Y	
E	260	Ability to track grade information by year, by school attended; and for each marking period display the course section, grade, earned credits, comment code and if credits were adjusted and why.	Y	
E	261	Cumulative GPA and Marking Period GPA's, should be displayed by: year and by school with GPA, effort and conduct points, and the credits that were attempted.	Y	
E	262	Test history and scores should be available to be included with the transcript record.	Y	
E	263	Ability for the guidance department to track: all colleges applied, accepted and attended.	Y	This is currently available in the Guidance journal. A complete college tracking module is slated for release for the Fall 08.
E	264	Ability to handle districts "Repeat a Course" policies.	Y	
E	265	Transcript includes student demographic information, course number, course title, grade, credit, grade weight or honors information, school, department (as per graduation requirement), term, attendance and year as required by State of Virginia.	Y	
E	266	Transcript includes district, city, state	Y	
E	267	Transcript includes cumulative GPA information	Y	
E	268	Transcript includes graduation requirement information	Y	
E	269	Transcript includes option to include test scores including ACT, SAT and/or VA SOL information	Y	
E	270	Transcript includes option to include Student Work in Progress	Y	
E	271	Transcript does not require district course table to interpret data for historical purposes	Y	
E	272	Ability to create a class rank with selected criteria (i.e. GPA range) based on a selected time frame.	Y	
E	273	Ability to print class rank list using selected criteria (i.e. student name, rank type, etc.)	Y	
E	274	Ability to select group to be class ranked (i.e. ethnicity, gender, and grade)	Y	
E	275	Ability to select students to be added to or omitted from ranking information	Y	
E	276	Ability to display/print graduation requirement information and accumulative GPA information by grade level or school	Y	
E	277	Ability to display/print graduation requirement information and accumulative GPA information by student	Y	
E	278	Ability to display/print a graduation contract letter listing specific requirements and deficiencies	Y	
E	279	Ability to print eligible for graduation lists	Y	
E	280	Ability to display/print a transcript for an individual student	Y	
E	281	Ability to print transcripts for by selected student group (e.g. Grade 12 where Mrs. Jones is counselor)	Y	
E	282	Ability to print transcripts based on student college application	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	283	Ability to print a transcript label by individual student or selected student group including course grade and GPA information.	Y	
E	284	Ability to electronically transfer a transcript or transcript data	Y	
E	285	Ability to record attendance by course on printed or electronic transcripts	Y	
E	286	Ability to record graduation date and status	Y	
E	287	Ability to record and access credits for courses taken from non-NCAA institutions	Y	
E	288	Ability to ensure students are registering in a grade level appropriate class.	Y	
E	289	Ability to compute and display decimal information related to class rank	Y	
E	290	Ability to manually record student history for transfer students	Y	
E	291	Transcript includes comments section that can be customized by school	Y	
E	292	Transcript includes signature line for school official	Y	
E	293	Ability to print graduation status report courses completed, currently enrolled in and courses needed based on diploma types. Includes option to run several scenarios based on diploma types.	Y	
E	294	Transcripts	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	295	Meet Virginia specific transcript requirements See http://www.pen.k12.va.us/VDOE/suptsmemos/2007/inf193.html	F	All data elements are in the system but this format is not currently available.
E	296	- Include verified credits on transcript by course	Y	
E	297	- Include the total number of verified credits on the transcript	Y	
E	298	- Print transcripts by individual students	Y	
E	299	- Print transcripts by group of students	Y	
E	300	- Print transcripts by manually selecting students from a student list	Y	
E	301	- Options to print student test scores on transcripts	Y	
E	302	- Options to print user defined student data elements on transcript	Y	
E	303	Activity Eligibility	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	304	Ability to create a table for activity codes and identify those activities by season or for entire year	Y	
E	305	Ability to identify student participation in one or more activities by activity, dates, location, fee amount, fee status	Y	Activities can easily be tracked by date and location. Fee amount and status can be managed through user defined fields, but this module is used intensely, we would integrate the fee amount and status into the activity itself.
E	306	Ability to identify valid student activities by code, description, location, dates, fee amount, and eligibility requirements	Y	
E	307	Ability to assign activity leaders and coaches to those activities	Y	
E	308	Ability to assign or delete codes to designated students	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	309	Ability to assign or delete activity codes to students in mass by activity or season	Y	
E	310	Ability to enter data from physical examination into health module and have that data interface with activities needs	Y	
E	311	Ability for a student to have multiple codes on file concurrently	Y	
E	312	Ability to interface with student's current schedule, grade history and health history to determine eligibility	Y	
E	313	Eligibility checks include semester first entered in high school	Y	All of these checks are possible but they are not currently pre-configured.
E	314	Eligibility checks include semester at present high school	Y	All of these checks are possible but they are not currently pre-configured.
E	315	Eligibility checks include credits earned last semester	Y	All of these checks are possible but they are not currently pre-configured.
E	316	Eligibility checks include credits failed last semester	Y	All of these checks are possible but they are not currently pre-configured.
E	317	Eligibility checks include credits carried this semester	Y	All of these checks are possible but they are not currently pre-configured.
E	318	Eligibility checks include schools of last two semesters of credit	Y	All of these checks are possible but they are not currently pre-configured.
E	319	Eligibility checks include report of students who have less than a set GPA from previous semester	Y	All of these checks are possible but they are not currently pre-configured.
E	320	Eligibility checks include physical examination data	Y	All of these checks are possible but they are not currently pre-configured.
E	321	Ability to integrate student's activity information for teacher/classroom viewing	Y	All of these checks are possible but they are not currently pre-configured.
E	322	Ability to monitor weekly grades by activity or season	Y	All of these checks are possible but they are not currently pre-configured.
E	323	Ability to print data gathering form or scan sheets for students with activity codes by code or season	Y	All of these checks are possible but they are not currently pre-configured.
E	324	Ability to print a student report based on unsatisfactory grades (D and F report)	Y	
E	325	Ability to print weekly ineligibility reports based on given criteria involving weekly grade and term grades that meet school and/or state requirements	Y	
E	326	Ability to interface with student's attendance records and print attendance information	Y	
E	327	Ability to print term ineligibility reports based on given criteria involving term or in-progress grades	Y	
E	328	Ability to record achievements such as sports or activity letters, awards, and scholarships including type, date, issuing source, amount, comments	Y	
E	329	Ability to print/display activities list and include profile information as needed (i.e. activity, GPA, health information, etc.) by student or activities group	Y	
E	330	Ability to create a district activities calendar (input at the district level)	Y	
E	331	Ability to interface with district activities calendar to create a school calendar	Y	
E	332	Ability to update school activities calendar to meet the needs of the school	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	333	Ability to print rosters based on activities and include health information such as height and weight, coaches or activity leaders, school colors and mascots, etc.	Y	
E	334	Ability to export activity information to use with another software program (i.e. word process or page layout program)	Y	
E	335	Ability to export course offerings as needed to NCAA clearing house	Y	
E	336	Ability to export student transcript records as needed to NCAA clearing house	Y	
E	337	Need indicators that denotes if activity is co-ed	Y	Activities can easily be tracked by date and location, and co-ed status. As an alternative, mini-course can be used to track activities.
E	338	Grade History and Mobility	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	339	Grade history/transcript information electronically follows student to new school within the district	Y	
E	340	Transcript information can be provided to higher ed institutions and other school districts	Y	
E	341	Final grades are posted if a student withdraws from school.	Y	
E	342	Allows for storing student grade history/transcript information after a student withdraws	Y	
E	343	Ability to access current and historical transcript records	Y	
E	344	Testing and Portfolio	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	345	The system should allow for all test scores to be stored online in the database, for as long as the school or district desires. For each test given, the district needs to track: the test, form, level, multiple sub-tests, and the number of items in the test that relate to each sub-test.	Y	
E	346	Ability to import student standardized test scores from a variety of formats (e.g., Stanford 10, Olsat8, SAT, MAP, State SOL Tests) into the application.	Y	
E	347	The student's main test record should track all the tests taken, whether they are standard tests, teacher tests, school tests, district, state or college level tests. For each, the test name, student grade level at time of test administration, date it was administered, location it was administered and the score should be recorded. The scores recorded should be able to be stored in stanine, percent, and raw formats.	Y	
E	348	A routine should exist that allows any test data to be converted from raw percent to stanine scores in any order.	Y	
E	349	Ability to print Selected Test Scores on Transcripts if desired	Y	
E	350	Ability to review SOL test data, corresponding course data and course grade to calculate Verified Credit status for SOL tests using user defined criteria	Y	
E	351	Ability to print SOL/Verified Credit information on student transcripts if desired	Y	
E	352	Ability to store Verified Credit information in a pre-defined field that summarizes student SOL progress.	Y	

Sec.	Sec. #	Description of Requirement	A	B
E	353	Ability to tabulate Verified Credits to determine Total Verified Credits Student has earned, total updates as Verified Credits change	Y	
E	354	Ability to query on student Verified Credits status fields to produce reports	Y	
E	355	Ability to apply Substitute Tests in lieu of SOL's (AP, Work Keys, etc) and translate data into Verified Credits	Y	Design spec needed. Will develop and include in core system.
E	356	Ability to allow manual entry of test information	Y	
E	357	Ability to create/add/modify unlimited numbers of Test ID information	Y	
E	358	Ability to transfer test scores to another school within division if student withdraws from one school and enters another school within same division	Y	
E	359	Ability to track college entry test information and print on transcript is desired	Y	
E	360	Standards of Learning	Y	
E	361	If base program does not automatically import SOL test scores, will the state reporting include the functionality to:	Y	
E	362	Import SOL scores in to the student testing module	Y	
E	363	As new SOL data formats change, applications will adhere to new requirements	Y	
E	364	Ability to verify data on SOL extract prior to importing student data	Y	
E	365	Ability to generate extract for SOL assessments - see http://www.doe.virginia.gov/VDOE/Assessment/SDU/Fall_2007_SDU_Requirements.pdf	Y	
E	366	Portfolios	Y	Entered "Y" for each category if the system supports at least one element within the category.
E	367	Ability to establish an electronic portfolio (the collected works) for each student	Y	
E	368	Ability for all appropriate staff to be able to access the portfolios	Y	
E	369	Ability for the portfolio to accept multiple media types (i.e. videos, scanned written documents, audio presentations)	Y	
E	370	Ability to capture the electronic portfolio on videos that can be sent home to parents as a record of the student's work	Y	
E	371	Ability for the student to be the responsible person for the upkeep of the portfolio, with the teacher serving as a mentor	Y	
E	372	Ability to electronically transport a student's portfolio to subsequent teachers and schools	Y	
E	373	Ability to print more than one student profile at a time by school	Y	

Sec.	Sec. #	Description of Requirement	A	B
**Course and Scheduling**				
F	1	Ability to set up a district course table, input at district level but shared with schools	Y	
F	2	District course table includes unique course numbers with a minimum of 4 alpha numeric digits	Y	
F	3	District course table includes titles and descriptions	Y	
F	4	District course table includes standard credit	Y	
F	5	District course table includes state and district departments	Y	
F	6	District course table includes grade level restrictions with override capability	Y	
F	7	District course table includes grade definitions such as pass/fail, letter, or numeric grade	Y	
F	8	District course table has ability to omit course from grade reporting	Y	
F	9	District course table has ability to define the course as required for graduation .	Y	
F	10	District course table has ability to define the ability level of the course	Y	
F	11	District course table includes ability to exclude from GPA	Y	
F	12	District course table includes ability to weight GPA for accelerated or advance placement courses	Y	
F	13	District course table includes suggested course duration (i.e. Semester, Year)	Y	
F	14	District course table can be limited to district update only	Y	
F	15	District course table update can have limited update access by schools	Y	
F	16	District course table contains suggested fee structure	Y	
F	17	Ability to develop a school course table derived from the district table	Y	
F	18	School course table includes course criteria set at school level	Y	
F	19	School course table includes course length and terms taught	Y	
F	20	School course table includes class maximum and optimum size	Y	
F	21	School course table includes course restrictions (i.e. gender mix, prerequisites, periods offered, multiple periods, etc.)	Y	
F	22	School course table allows alternate course name field	Y	
F	23	School course table contains suggested fee structure	Y	
F	24	Security - restriction from change district table and restriction from adding courses to school table	Y	
F	25	Ability to print district course table with selected criteria	Y	
F	26	Allows linking of multiple programs/activities to a course for evaluation purposes	Y	
F	27	Ability to easily identify advanced classes	Y	
F	28	The Master course table can only be changed by the guidance department. Schools can only view and select courses from the table.	Y	
F	29	Ability to develop a district or school course table includes program identification (e.g. Postsecondary, GT) and/or difficulty level	Y	
F	30	Ability to query courses by student, teacher, period, course #, course title, gender, eth. etc. for current and historical years.	Y	
F	31	Curriculum Guide	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	32	Ability to store guide electronically	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	33	Ability to access information by subject	Y	
F	34	Ability to access information by grade level	Y	
F	35	Ability to access information by state standards	Y	
F	36	Ability to access information by district standards	Y	
F	37	Ability to access information by district graduation requirements	Y	
F	38	Ability to modify as needed with appropriate security	Y	
F	39	Allow for district standardized course numbers and course names	Y	
F	40	Provide standard course syllabus and outline, with addendum to be added by schools for special programs or adaptations.	Y	
F	41	Integrity of district table kept intact. Schools cannot change key course fields (I.e., descriptions, numbers, direction, credit).	Y	
F	42	Ability to attach end-of-course assessments.	Y	
F	43	Student Course Request	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	44	Ability to generate a student course offerings form	Y	
F	45	Ability to enter student course requests via multiple methods	Y	
F	46	Ability to generate student request scan form	Y	
F	47	Ability to pre-print courses on student request scan form based on selected criteria	Y	
F	48	Ability for students to enter requests on line	Y	
F	49	Ability for counselors to enter student requests online with a student.	Y	
F	50	Ability for parents to enter student requests online, from home, with a student.	Y	
F	51	Ability to add course selection rules to assist in the automatic course requests.	Y	
F	52	Ability to add rules for student scheduling (e.g., prerequisites - course A MUST be taken before course B).	Y	
F	53	Ability to indicate in the course request - a particular teacher, section or period.	Y	
F	54	Ability, after adding the course requests for a student, the system allows the option to automatically schedule the student from that input screen and determine if the student received all of the courses requested, or if there is a scheduling conflict.	Y	
F	55	Ability to assign students to a group of classes based on one request	Y	
F	56	Ability to assign one course request to a group of students	Y	
F	57	Ability to modify a requested course to a different course in mass	Y	
F	58	Ability to mass add, change or delete one or more requests, for a group of students automatically.	Y	
F	59	Ability to lock in specific course sections into the student's schedule and allow the other requests to be scheduled around that course.	Y	
F	60	Ability to have courses in certain periods during the day.	Y	
F	61	Ability to interface schedule with grade history to determine if student has already received credit for requested course	Y	
F	62	Ability to warn user if a student has not met prerequisite requirements for a requested course	Y	
F	63	Includes a Tally report	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	64	Includes a potential conflict matrix	Y	
F	65	Includes a course request list report	Y	
F	66	Includes a student course verification form	Y	
F	67	Ability to interface with requests from alternate school site	Y	
F	68	When building the home school schedules, requests from alternate school are reflected	Y	
F	69	Ability to check course enrollment limits on requests if entered on-line and stop users from exceeding maximums	Y	
F	70	Ability to ensure students are registering in a grade level appropriate class.	Y	
F	71	Ability for alternate requests. Easy method to view the number of times a certain course was requested as a primary and an alternate.	Y	
F	72	A way to establish a class rank based on a timeframe of our choosing, i.e., the first semester of junior year.	Y	
F	73	Scheduling	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	74	Ability to build schedule by quarter, semester or year (including 4 terms or quarters, 6 term or six 6-weeks periods, trimester or three 12-week periods, or as defined by user)	Y	
F	75	Allows for variable terms or grading periods (i.e. 4 terms or quarters, 6 term or six 6-weeks periods, trimester or three 12-week periods, or as defined by user)	Y	
F	76	A semester should be able to be broken down into 12 segments, allowing a course to be offered 1/12 of a school year.	Y	
F	77	Ability to determine the current semester codes and day of cycle for any given calendar date.	Y	
F	78	Ability to handle rotating block scheduling, as well as, traditional scheduling methods.	Y	
F	79	Ability to combine block and traditional scheduling, together in a single day. (Note: not all buildings follow the same pattern for block scheduling.)	Y	
F	80	Capable of handling "flexible" scheduling. (i.e., where a student meets with a teacher for one period during the week, and the remainder of the week, the student uses the period "flexibly" e.g., study hall.)	Y	
F	81	Students should be allowed to request any portion of a semester. For example, if the course is a full year course, the student can request any semester, quarter, and/or trimester that resides within that full year. The system should have some method for the user to identify that this situation does exist.	Y	
F	82	The scheduler should be capable of assigning a student to 2 different sections of the same course by semesters (fragmentation).	Y	
F	83	Allows for student schedules to be composed of variable terms	Y	
F	84	Allows schools to build schedule in spring for the coming year based on projections	Y	
F	85	Allows for variable block or period length definitions within same school day	Y	
F	86	Allows for a student to be registered at more than one school (alternate schools, non traditional school, college level etc.) at a time without limits	Y	
F	87	Allows interface with alternate school sites and shares student/course information between home and alternate school	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	88	Allows for unlimited number of students to be scheduled	Y	
F	89	Allows for unlimited number of courses offered to students	Y	
F	90	Allows for unlimited number of courses per student	Y	
F	91	Ability to schedule for the first term (quarter, semester, etc.) only and then build subsequent terms with data from previous term with conversions/modifications	Y	This process is available only for study hall and lunch scheduling.
F	92	Ability to easily update files using different modules and have updates reflect real time across the network	Y	
F	93	Ability to calculate teacher contact minutes per day/week in each student's schedule incorporating all relevant factors (course meeting days, instructor, block schedules, etc)	Y	
F	94	Ability to combine student data from every school where they're registered into a single item (e.g. courses, attendance, discipline)	Y	
F	95	Ability to have built in warning flag indicating when student is less than full time based on the schools official Bell Schedule	Y	
F	96	Ability to query these students based on a field indicating they are less than full time. The field should indicate if they are Full Time. Half Time or no count	Y	
F	97	Ability to connect each course taken by a student to the school where course completed	Y	
F	98	The system should allow for study hall routines that will place students into study hall sections automatically.	Y	
F	99	The system should be able to group students by criteria, such as: band, gifted and talented, test scores, etc., and relate these groups to course.	Y	
F	100	The system should be able to handle multiple bell schedules, even within the same school.	Y	
F	101	Mass input routines to change schedules and course requests, should be available by grade, sex, and individual students.	Y	
F	102	The system should have an easy drop/add process that can be used by administrators, counselors, and clerical staff.	Y	
F	103	During an add, delete, or drop/add process, the system should provide each school with the option to track the reason for the transaction(s).	Y	
F	104	When adding or changing classes, the online process should allow the user to retrieve the classes by a combination of: period, course, department and semester code.	Y	
F	105	When doing schedule changes, the school personnel will also need online information as to the number of available seats. System should allow for overrides and entering conflicts, but provide warning messages when this occurs.	Y	
F	106	The actual scheduling routine should balance by class section, with the ability to override as necessary.	Y	
F	107	The system should allow a school to define teacher restrictions, room restrictions, and class availability.	Y	
F	108	After the master is created, the school should have the option to rollover the information as a starting point for the upcoming year.	Y	
F	109	The software should have the ability to have/save multiple master schedules.	Y	
F	110	The scheduling program should allow for dual/concurrent scheduling between schools, including summer school programs.	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	111	Sections can be of various lengths in the same data file, e.g. both 3130-01 and 3130-H-01 can exist at the same time without causing data issues	Y	
F	112	Ability for course sections to be defined as being offered in a different school/location, other than the student's home school.	Y	
F	113	Master Scheduling	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	114	Ability to establish department preference for each teacher	Y	
F	115	Allows teachers to teach in different departments	Y	
F	116	Ability to establish course preference for each teacher	Y	
F	117	Ability to establish teacher room link	Y	
F	118	Ability to group teachers in a teaching team	Y	
F	119	Ability to assign a master teacher or teacher of record and an alternate teacher	Y	
F	120	Ability to track teacher qualifications linked to course/subject	Y	
F	121	Ability to connect teacher with each student they serve and determine length of service to that student.	Y	
F	122	Ability to link course with room	Y	
F	123	Ability to link department with room	Y	
F	124	Allows for a maximum and optimum number of seats	Y	
F	125	Ability to assign multiple teachers. (i.e., a class within a class)	Y	
F	126	Ability to assign teaching teams to student schedules.	Y	
F	127	Ability to "cross team" students.	Y	
F	128	Ability for individual buildings to schedule their own time schedule for classes.	Y	
F	129	Ability to automatically set up the number of course sections required for a particular course.	Y	
F	130	Ability to indicate the start and end date for a course, even if the schedule is changed during the quarter, semester, or year.	Y	
F	131	Each course and section should be able to meet in multiple periods throughout the day.	Y	
F	132	A minimum 10-day cycle is desired. Each period a course section meets should have a place for a corresponding room and teacher.	Y	
F	133	Provides a course conflict matrix to determine potential conflicts.	Y	
F	134	Provides a teacher schedule of courses taught, periods, number of students enrolled.	Y	
F	135	Provides functionality that assists in resolving schedule conflicts. (student, teacher, master schedule)	Y	
F	136	Ability to build the master schedule based on student requests, teacher, course and room criteria. (System provides automated master scheduling building capability)	Y	
F	137	If system builds master schedule, ability to set a teacher course section and not have system overwrite the schedule	Y	
F	138	If system builds master schedule, ability to run the master schedule builder multiple times for optimum output	Y	
F	139	If system builds master schedule, ability to lock portions of generated master schedule and not allow schedule builder to modify in subsequent runs	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	140	If system builds master schedule, ability to intervene and make necessary course, teacher or room adjustments before resuming the process	Y	
F	141	Ability to build the master schedule based on teacher, course, room placement (school personnel builds the schedule)	Y	
F	142	Ability to prioritize scheduling decisions and/or criteria.	Y	
F	143	Ability to schedule students based on core groupings with teaching teams	Y	
F	144	Ability to schedule a group by assigning a group of students to a core set of courses	Y	
F	145	Ability to omit selected students or groups when assigning course sections	Y	
F	146	Ability to schedule students by consecutive periods (blocks of time)	Y	
F	147	Ability to schedule students into the same course section on alternate days	Y	
F	148	Ability to schedule sequential courses in opposite semesters, quarters, etc.	Y	
F	149	Ability to move from scheduling function to teacher, course or room setup functions seamlessly	Y	
F	150	Ability to keep current master schedule when preparing files for next school year	Y	
F	151	Allows multiple courses to be taught under the same teacher number, period number, and room number	Y	
F	152	Ability to restrict the course section(s) to which designated students may be assigned while keeping a single course number	Y	
F	153	Ability to include graduation requirement compliance status in master schedule	Y	
F	154	Ability to select courses for Special Education on an individual basis	Y	
F	155	Assignment of Students to Course Sections in Mass	Y	
F	156	Ability to assign students to course sections based on student requests	Y	
F	157	Ability to prioritize assignment decisions (i.e. based on grade, special ed needs, etc.)	Y	
F	158	Ability to assign course sections by selected group (i.e. 12 grade, special ed, etc)	Y	
F	159	Ability to set course sections for a student and not have it overwritten when doing a mass assignment	Y	
F	160	Ability to determine balancing factors (ethnicity, gender, etc.)	Y	
F	161	Ability to select multiple balancing factors	Y	
F	162	Ability to prioritize balancing factors	N	
F	163	Ability to assign students to course sections in mass multiple times for optimum output	Y	
F	164	Ability to lock portions of generated schedule and not allow program to modify in subsequent runs	Y	
F	165	Ability to interrupt the mass scheduling process to make course, period, teacher adjustments	Y	
F	166	Ability to remove from the generated schedule all students with a specific request	Y	
F	167	Ability to assign groups or teams of students to groups or teams of course sections in a random manner	Y	
F	168	Ability to interface assigning of student course section with alternate school requests and/or course section assignments	Y	
F	169	Conflict resolution procedure includes ability for scheduler to identify conflicts	Y	
F	170	Conflict resolution procedure includes ability to view conflicts on-line	Y	
F	171	Conflict resolution procedure includes ability to resolve conflicts on-line	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	172	Conflict resolution procedure includes ability to modify student requests	Y	
F	173	Conflict resolution procedure includes ability to modify course section	Y	
F	174	Conflict resolution procedure includes ability to modify course constraints	Y	
F	175	Conflict resolution procedure includes ability to modify room constraints	Y	
F	176	Conflict resolution procedure includes ability to modify teacher constraints	Y	
F	177	Conflict resolution procedure includes ability to immediately view new conflicts created as a result of on-line updates	Y	
F	178	Walk in Scheduling and Schedule Maintenance	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	179	Ability to build a student schedule automatically generated from student course requests at any time during the term.	Y	
F	180	Ability to place students by course section	Y	
F	181	Ability to place a student in a course section and assign the remaining course sections via student requests	Y	
F	182	Ability to change student course section to a different course section (schedule change)	Y	
F	183	Ability to interface schedule with grade history to determine if student has already received credit for assigned course	Y	
F	184	Ability to warn user if a student has not met prerequisite requirements for a course assigned	No	
F	185	Ability to carry the student's grades when the schedule is changed	Y	
F	186	Ability to assign variable credit to students within the same course section	Y	
F	187	Ability to assign student to different course numbers within the same teacher number and period number	Y	
F	188	Ability to transfer an entire course section to a different teacher	Y	
F	189	Ability to delete students in mass from a course section after mass scheduling procedure is completed	Y	
F	190	Ability to assign students in mass to a course section after mass scheduling procedure is completed	Y	
F	191	Ability to assign a different course title keeping teacher, room, and students constant	Y	
F	192	Ability to automatically update attendance records based on schedule changes	Y	
F	193	Ability to record attendance history based on schedule changes	Y	
F	194	Ability to immediately take attendance scan sheets based on schedule changes	Y	
F	195	Alternate school records will remain intact if a student transfers to another school in the district and the course information will be available at the new home school	Y	
F	196	Elementary School Scheduling and Schedule Maintenance	Y	Entered "Y" for each category if the system supports at least one element within the category.
F	197	Ability to have scheduling and grade reporting based on user defined terms	Y	
F	198	Ability to set up a district subject matter or course table, input at the district level to be shared with schools	Y	
F	199	Allows for unlimited number of periods	Y	

Sec.	Sec. #	Description of Requirement	A	B
F	200	Allows for time blocks to be scheduled over more than one period	Y	
F	201	Allows for scheduling of time blocks to have staggered starting times	Y	
F	202	Ability to have several areas of subject matter incorporated within one single block of time (e.g. reading, language arts and spelling in one time block)	Y	
F	203	Ability to schedule courses on variable days and at variable time periods (e.g. music may be taught on Monday period 3 one week but on Thursday period 10 on the next week)	Y	
F	204	Ability to allow for certain students to be pulled out of a time block to have special instruction (i.e. special ed, ESL, IAP, etc.)	Y	
F	205	Ability to identify the teacher of record on the schedule and the length of service	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Discipline		
G	1	The student discipline module should allow the school and district to standardize its approach to categorizing infractions and the disposition for different levels of an infraction.	Y	
G	2	Discipline posting routine allowing the user to add the Incident number, incident location, Infraction Date, Infraction code, Time, Staff reporting the infraction, sanction code, Free-form Comment of what happened, Disposition Code, Number of days suspension, number of hours in school suspension, State incident number, Number of firearms confiscated, number of non firearms confiscated, Police notification, number of victims, identify infractions occurring in other districts	Y	
G	3	Teachers can enter online discipline referrals	Y	
G	4	Ability to track incidents of non suspensions, in school suspensions, out or school suspensions, expulsions, and alternative education	Y	
G	5	Ability to link student infraction with another student infraction using the State Incident number	Y	
G	6	Ability to enter up to 5 infractions for one incident (e.g. fight and weapon)	Y	
G	7	Ability to create a variety of suspension letters and memos with mail merge features and message functions as reminders	Y	
G	8	Ability to monitor detention incidents, points, etc.	Y	
G	9	Ability to schedule periodic follow up reports on suspension/expulsion required actions	Y	
G	10	To assist in the posting routine, the system should have default codes, when appropriate. Those codes should be accessible to the user in a drop down list.	Y	
G	11	When looking at a student's profile on the screen, the administrators need to see all of the information on a student's discipline at one time. This will include all of the information that is part of the posting routine.	Y	
G	12	The system should have the ability to view discipline information for a range of dates, current and previous years, for any combination of schools.	Y	
G	13	The system should be able to restrict viewing of discipline data at the user level.	Y	
G	14	The following Discipline Reports are available:	Y	Entered "Y" for each category if the system supports at least one element within the category.
G	15	Detail Reports by Student, Infraction, Disposition,	Y	
G	16	Disposition Statistics	Y	
G	17	Infraction Statistics	Y	
G	18	Generates State and Federal Discipline Reports	Y	
G	19	Discipline Letters to address by range of Disposition Codes, Disposition Starting /Ending Dates, Infraction Codes and their respective starting/ending dates.	Y	
G	20	Discipline Reports w/totals by Infraction, Disposition Codes, etc. disaggregated by NCLB and other reporting requirements.	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Transportation		
H	1	Ability to export a change file of students daily for transportation reassignment to the bus routing system	Y	
H	2	Ability to enter am/pm pickup information, comments, contact name, phone information, start and end date for export daily to bus routing system.	Y	
H	3	Ability to import daily from transportation routing system (e.g. am/pm bus number, time, and stop)	Y	
H	4	Ability to display/print bus eligibility lists	Y	
H	5	Ability to display/print individual bus information (e.g. stop time, location, bus number, pickup and drop-off sites)	Y	
H	6	Pickup information may vary from day-by-day / availability of day-to-day variation	Y	
H	7	Ability to print bus cards for eligible students at the school site	Y	
H	8	Ability to monitor student parking information including sticker, fee, space, semester, vehicle	Y	
H	9	During enrollment process the system should be capable of displaying a students school of attendance based upon a students address, grade and zone (attendance or magnet) and store this information.	Y	
H	10	Ability to check what and where student bus stop is based on address, grade and zone.	Y	
H	11	Ability to track eligibility changes.	Y	
H	12	Information should be present that identifies transportation information on an individual student basis. The following transportation information should be available:	Y	
H	13	* Bus # AM/ Bus # PM	Y	
H	14	* Bus Route Information	Y	
H	15	* School Roster by Bus	Y	
H	16	* Special situation tracking (homeless, special permission, special needs)	Y	
H	17	* Rosters by Bus	Y	

Sec.	Sec. #	Description of Requirement	A	B
**Open Systems and Interoperability Requirements**				
I	1	Ability to export any & all data to flat, delimited files for use by other systems (e.g. ASCII)	Y	
I	2	Ability to import external data (i.e. ASCII, DBF, SQL) and integrate into the system	Y	
I	3	Ability to access internal data using external interfaces via ODBC connections	Y	Access to a replicated copy of the database is provided via ODBC.
I	4	Ability to access external data from within screens in system (i.e. user exits to validate data entry)	Y	This process is acceptable during the initial migration phase, or when a particular file is being scrubbed prior to being imported. Aside from those instances, all validation is done online.
I	5	Ability to interface with a handheld computing device. Please state which Operating Systems are supported. (e.g., Palm, WinCE)	Y	Palm, Windows CE, Iphone
I	6	Ability to electronically transmit system data to file, fax, EDI, etc.	Y	
I	7	Ability to electronically send & receive student data in standard data exchange format	Y	Either through a web-service, SIF agent, or other (custom) integration scripts
I	8	Ability to accept and utilize school boundary information for automated school assignment from external product	Y	Update scheduling schools
I	9	Ability to interact with imaging systems for index information verification	N	
I	10	Ability to use name matching techniques to match external input records with specific student records/numbers (i.e. ACT, SAT scores)	Y	
I	11	Ability to import assessment results for analysis and/or display from multiple packages (record description identified)	Y	
I	12	Ability to link district student id to State Assigned Student Testing ID for import/export needs.	Y	
I	13	Ability to input any data into system via data entry screen	Y	
I	14	Ability to input any data into system via scanning (individual or mass)	N	
I	15	Ability to input any data into system via phone (Voice Recognition, or keypad entry, please describe)	N	
I	16	Ability to input any data into system via external data file	Y	
I	17	Ability to input any data into system via bar code scan	Y	ScholarChip
I	18	Ability to import images (e.g. student photos, school logos)	Y	
I	19	Ability to automatically backup data	Y	Several times daily
I	20	Ability to upload/download data with library automation software	Y	Follet and Mandarin exports available
I	21	Ability to upload/download data with food service software	Y	Nutrikid, Winsnap and Generic exports available
I	22	Ability to upload/download data with college application/transcript software	Y	Numerous export available
I	23	Ability to upload/download data with transportation software (i.e. VersaTrans, SMARTr, etc.)	Y	Versatrans, Transfinder and generic exports available
I	24	Ability to upload/download data with assessment software	Y	Many formats available
I	25	Ability to download college testing scores (i.e. ACT, SAT) connected to district student id by Student ID	Y	With parent consent, can also be printed on student transcripts

Sec.	Sec. #	Description of Requirement	A	B
I	26	SIF Requirements	Y	Entered "Y" for each category if the system supports at least one element within the category.
I	27	SIF Certified to version 1.5r1 or higher.	Y	
I	28	Upgrade, installation and changes to the SIF agent covered under regular maintenance or separately (if separately, please provide cost rate in Pricing Section 7)	Y	
I	29	Describe the implementation and support services available from your company during deployment of the SIF certified applications that will be provided as part of this proposal.	Y	
I	30	Do you have three reference schools and/or districts that have purchased and/or deployed your SIF certified application? Please list in column B)	Y	Erie 1 BOCES, Manhasset, Nassau BOCES.
I	31	Costs for your SIF agent are included in the costs for your software (if no, provide costs in the Pricing Section 7)	Y	
I	32	SIF agent supports Student Record Exchange (SRE) objects (if no, state if it will and approximately when in column B)	F	
I	33	SIS SIF agent has the capability of supporting data request using the Vertical Reporting Framework (VRF) structure. (VRF is specifically designed for scheduling and managing large-scale state data collections and state reporting solutions. VRF implements the SIF Vertical Report choreography for communication between the districts and the state/IU and also to perform the data collection activities within the district.)	F	
I	34	Company can assist the district in using SIF to interface your application with other internal and external legacy information systems used by the division	Y	
I	35	Provides help desk support for SIF agent specific questions	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Staff Information		
J	1	Allows for a unique district assigned employee number (minimum of 12 digits, assigned in the Human Resource system) and imported across multiple years. This is NOT the Social Security number.	Y	
J	2	Allows for search functionality on district teachers across district over multiple years (7 years) by name or teacher number	Y	
J	3	Allows for search functionality on district employees across district over multiple years by name or employee number	Y	
J	4	Allows for update of employee information from district and from site.	Y	
J	5	Allows for a unique employer number across district and years	Y	
J	6	Allows for employee demographic information such as ethnicity and gender	Y	
J	7	Allows for employee address information	Y	
J	8	Allows for employee position or job category (i.e. janitor, coach, secretary, etc.)	Y	
J	9	Allows for employee qualification information such as experience, degrees, credentials, levels, etc.	Y	
J	10	Ability to track staff attendance	Y	
J	11	Allows for employee emergency information	Y	
J	12	Allows for employee disability information	Y	
J	13	Allows for employee e-mail address	Y	
J	14	Allows for teacher's 12 digit alpha numeric license number	Y	
J	15	Allows for employee phone numbers, including cell	Y	
J	16	Allows for employee hire date, leave date, evaluation dates	Y	
J	17	Basic Faculty Information		Entered "Y" for each category if the system supports at least one element within the category.
J	18	Allows for a unique district assigned teacher number (minimum of 9 digits, assigned in the Human Resource system). This is NOT the Social Security number.	Y	
J	19	Allows for search functionality on district teachers across district over multiple years by name or teacher number	Y	
J	20	Allows for update of teacher information from district and from site.	Y	
J	21	Allows for a unique teacher number across district and years	Y	
J	22	Allows for teacher demographic information such as ethnicity and gender	Y	
J	23	Allows for teacher address information	Y	
J	24	Allows for teacher position or job category (i.e. counselor, administrator, teacher, secretary, etc.)	Y	
J	25	Allows for teacher qualification information such as experience, degrees, credentials, levels, etc.	Y	
J	26	Allows for teacher emergency information	Y	
J	27	Allows for teacher disability information	Y	
J	28	Allows for teacher e-mail address	Y	
J	29	Allows for teacher phone numbers, including cell	Y	
J	30	Allows for teacher hire date, leave date, evaluation dates	Y	

Sec.	Sec. #	Description of Requirement	A	B
J	31	Allows for teacher license number	Y	
J	32	Allows for teacher departments	Y	
J	33	Ability to identify teachers that are not highly qualified	Y	
J	34	Ability to identify endorsements	Y	
J	35	Ability to identify coursework	Y	
J	36	Ability to identify subject the teacher is teaching	Y	
J	37	Teacher	Y	Entered "Y" for each category if the system supports at least one element within the category.
J	38	Teacher interface is web browser based and accessible, with authentication, from an intranet or internet based workstation.	Y	
J	39	Ability for the district or school define information (schedules, grades, attendance, discipline, etc.) published for teacher access.	Y	
J	40	All information should be available in real-time, based on the latest updates in the centralized district database, without the need for batch processing.	Y	
J	41	Ability for student demographics to be viewable at the teacher desktop level.	Y	
J	42	Ability to allow each teacher to view the complete schedule for all of their students, not limited to just the course they are teaching.	Y	
J	43	Ability for the teacher to see Counselor information	Y	
J	44	The ability to create assignments/grade assignments should be available at the teacher level, within the teacher interface.	Y	
J	45	Ability for teachers to submit end term grades in real-time to the district database.	Y	
J	46	Ability to allow the teacher to view grades for their courses, as well as any grading history.	Y	
J	47	Ability for the teacher to view any test scores and test history, attendance information and attendance history .	Y	
J	48	The student photograph should be accessible at the teacher desktop level.	Y	
J	49	The ability to take and report attendance should be available at the teacher level (report = real-time communication between teacher level and district database level.)	Y	
J	50	The teachers should have email capabilities to both students and parents.	Y	
J	51	Ability for the teacher interface to be completely customizable by the District using standard webpage development toolsets.	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Instructional		
K	1	Ability to identify unlimited learning styles. (e.g., listening, writing)	Y	
K	2	Ability to identify unlimited testing styles. (e.g., multiple choice, oral exam)	Y	
K	3	Ability to identify unlimited learning environments. (e.g., teams, activity centers)	Y	
K	4	Ability to rate attention span. (e.g., brief, average, focused)	Y	
K	5	Ability to report by individual student.	Y	
K	6	Ability to report by class or group.	Y	
K	7	Ability to share information across the network with other appropriate staff members.	Y	
K	8	Ability to forward information across school years to subsequent teachers.	Y	
K	9	Ability to track information by accountable teacher (NCLB).	Y	
K	10	Ability to track start and end dates. Ability to track history of PLP(s).	Y	
K	11	Ability to access information by:	Y	
K	12	> subject over time	Y	
K	13	> grade level over time	Y	
K	14	> state standards over time	Y	
K	15	> district standards over time	Y	
K	16	> district graduation requirements over time	Y	
K	17	Ability to modify as needed with appropriate security.	Y	
K	18	Ability to distribute across the district using the WAN.	Y	
K	19	Allow for district standardized course numbers and course names over time.	Y	
K	20	Allow for inactive courses to be retained at district level, not pushed out to schools.	Y	
K	21	Integrity of district table kept intact. Schools cannot change key course fields (i.e., descriptions, numbers, direction, credit) over time.	Y	
K	22	Web-based system to allow access from any location.	Y	
K	23	Ability to identify student program participation to district program and staff evaluation activities.	Y	
K	24	Ability to identify students receiving multiple program services, and the nature of those services, including the times/days provided.	Y	
K	25	Ability to correlate GPA information to program service activities.	Y	
K	26	Ability to track program participation by date, program, location, grade level, gender and ethnic.	Y	
K	27	Ability to define a program including: name, beginning and ending dates, grade level, service provider, number of minutes, exit reasons, including days enrolled, years enrolled, consecutive year of enrollment, by student, school district and state.	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Parents		
L	1	Ability for parents to have secure access to student information such as schedules, attendance, assignments, discipline, graduation status and grades.	Y	
L	2	The district or school should be able to determine information (schedules, grades, attendance, discipline, etc.) published for parent access.	Y	
L	3	All information should be available in real-time, based on the latest updates in the centralized district database, without the need for batch processing.	Y	
L	4	All information should be available in real-time, based on the latest updates in the centralized district database, without the need for batch processing.	Y	
L	5	Attendance information, including absence reasons and tardies, should be viewable.	Y	
L	6	Grading information should be viewable, including assignments, quarter, midterm and semester grades.	Y	
L	7	Transcript information should be viewable, including VA verified credit information.	Y	
L	8	Counselor contact information should be accessible to the parent.	Y	
L	9	Immunization information should be available to the parent.	Y	
L	10	The ability to email school administrators or teachers should be available.	Y	
L	11	Discipline information should be available, should the school desire to show that information.	Y	
L	12	The parent interface setup should allow for individual school choice with regard to what is seen/not seen. (e.g., assignments, discipline information)	Y	
L	13	Individual schools should have the ability to customize announcements on their parent interface.	Y	
L	14	The parent interface should allow for links to be added to other District web sites. (lunch balance site, main district web site, school web site, etc.)	Y	
L	15	The parent interface should also have access to historical information. (i.e., their student's grades, attendance, schedules)	Y	
L	16	The parent interface should allow for one sign on for each parent, regardless of how many students they have across different schools.	Y	
L	17	The parent interface should be completely customizable by the District using standard webpage development toolsets.	Y	
L	18	The parent interface should have bi-directional communications and data exchange capabilities with the web based Teacher interface.	Y	
L	19	Parent Portal	Y	Entered "Y" for each category if the system supports at least one element within the category.
L	20	Software provides a secure web interface for parents and students to be able to gain access to data collected in teachers' grade books.	Y	
L	21	Ability for school administration to be able to change/reset parent's passwords.	Y	
L	22	Ability to provide parents and students real time information over the Internet from the teacher's grade book, requiring zero extra steps by teachers (i.e. posting) to be made available over the Internet.	Y	

Sec.	Sec. #	Description of Requirement	A	B
L	23	Ability to provide grade Data over the Internet including a detailed breakdown of every assignment in every course, Standards proficiency and missing assignment reports.	Y	
L	24	Ability to provide attendance Data over the Internet including detailed attendance for all of the student's courses.	Y	
L	25	The Internet display should reveal no identifying demographic data on students.	Y	Display is Permission driven.
L	26	Ability to automatically generate emails based on predetermined thresholds (grade, attendance, time, etc.), configurable so that teacher intervention not necessarily required for the email.	Y	
L	27	Ability for parents to define Frequency and content of emails received over the Internet.	Y	
L	28	Ability to automatically generate letters based on configurable grade or attendance thresholds.	Y	
L	29	Ability to aggregate any data collected in the grade book system database into district's centralized data warehouse.	Y	
L	30	Provides interface allowing user ability to identify tables and fields that will be replicated into data warehouse.	Y	
L	31	Ability to schedule the frequency of automatic data replication.	Y	
L	32	Ability to schedule automatic data replication with varying levels of network priority class.	Y	
L	33	Ability to track parent/teacher contacts	Y	
L	34	Parent/Guardian can view records for only their children.	Y	
L	35	The system provides online registration; Requests "locked" at school defined time.	Y	
L	36	The system provides an online Course Request Form, refined by site for their courses, to enable parents to view their student's completed registration form and options.	Y	
L	37	Parents/Guardians are able to access their students' information at multiple schools, using one user id/password. (As opposed to one for each school/student)	Y	

Sec.	Sec. #	Description of Requirement	A	B
Training				
M	1	Ability to establish a "train the trainer" model	Y	
M	2	Provide contract training for school support staff and help desk personnel in multiple packages needed for an integrated student information system	Y	
M	3	Contract continued training for appropriate client service staff when new or updated releases of software are to be implemented	Y	
M	4	Contract training includes student information and management	Y	
M	5	Contract training includes testing/assessment	Y	
M	6	Contract training includes classroom management	Y	
M	7	Contract training includes transportation interface	Y	
M	8	Contract training includes library system interface	Y	
M	9	Contract training includes food services interface	Y	
M	10	Contract toll free help line for client service staff	Y	
M	11	Contract training for programming staff in system upgrade and maintenance procedures	Y	
M	12	Contract training for programming staff in programming language of the selected products	Y	
M	13	Contract training for technical and school support staff on technical issues (i.e. networking, troubleshooting, etc.)	Y	

Sec.	Sec. #	Description of Requirement	A	B
		State Reporting		
N	1	Ability to project students based on grade level and school of residence based on address	Y	Address rules need to be setup
N	2	Ability to override school of residence projection with approved attendance option transfer	Y	
N	3	Ability to link all associated records for a student to the appropriate new school site	Y	
N	4	Ability to approve school waiting lists on-line for actual placements at the district level	Y	Approved "Scheduling Schools" can be managed online
N	5	Ability to designate which data sets will be cleared, retained, or rebuilt with new school year date information	Y	
N	6	Ability to advance grade levels including non-standard types	Y	
N	7	Retention status will prohibit advancement of grade level or school level	Y	
N	8	Ability to re-project students when attendance reason is inactivated	Y	
N	9	Ability to schedule students by their next year attendance school and grade	Y	
N	10	Ability to archive non-returning students.	Y	
N	11	Ability to graduate 12th grade.	Y	
N	12	Ability to generate graduation status report	Y	
N	13	Report Extracts	Y	Entered "Y" for each category if the system supports at least one element within the category.
N	14	Ability to create Fall, Spring, End-of-Year, and Summer student extracts for state reporting	Y	
N	15	Ability to create Career and Technical Education Report (CTER's)	Y	
N	16	Ability to create Discipline, Crime, and Violence student extract for state reporting	Y	
N	17	Ability to generate verification reports for each state reporting extract	Y	
N	18	Ability to reproduce state report formats within the application for review reports anytime during the year	Y	
N	19	Ability to load ASCII file extract into a built-in editor to make modifications to the file and then save the modifications to resubmit ASCII file to state	F	This functionality is available in our migration tool. We will incorporate it into the VDOE reporting suite. Guidance from the eSD Steering committee will be sought
N	20	Ability to load previous extracts into a built-in editor for resubmittal to the state	F	
N	21	Ability to make quarterly modifications to the program to meet VDOE new data reporting deadlines	Y	If updates are needed immediately, they will be applied immediately. No need to wait until the next quarter.
N	22	Ability for division to collect new student data reporting requirements in the interim until vendor creates reporting fields in application. If yes:	Y	This should never be the case, however, in the event that districts have already created user defined fields while later become mandatory, we write the required queries to move the data to the appropriate field. Once the field is required for state reporting, the State of Virginia icon will appear next to the data element

Sec.	Sec. #	Description of Requirement	A	B
N	23	- Does have ability to automatically move interim data fields to vendor supplied fields.	Y	Again, should not be needed but will be
N	24	- Does not have ability to automatically move interim data fields to vendor supplied fields	Y	Again, should not be needed but will be handled.
N	25	Ability to automatically calculate state data reporting elements based on data currently stored in various fields within SIS	Y	Absolutely. As the rules change, the query will be changed to derive the new result. Users will need to re-key information that can be derived from existing data sets.
N	26	If yes - Ability to:	Y	
N	27	- Calculate VOC participation by scanning student schedules, course file and other associated files to determine VOC status	Y	
N	28	- Calculate ADM and ADA by scanning student attendance and other associated files	Y	
N	29	- Determine Gifted status based on gifted program(s) student is enrolled in	Y	
N	30	- Determine Special Ed status and percentages based on program(s) student is enrolled in	Y	
N	31	- Determine Distance Learning, AP, etc. type classes student is enrolled in	Y	
N	32	Provide data dictionary to state reporting code	Y	
N	33	Provide comprehensive user documentation	Y	
N	34	Provide comprehensive user documentation on new reporting requirements	Y	
N	35	Provide user technical support for state reporting application	Y	
N	36	Provide on-going training to divisions through user groups on new enhancements to functionality of module	Y	
N	37	Solicit division assistance prior to implementation of new state reporting requirements	Y	
N	38	Solicit assistance through user groups prior to implementation of new state reporting requirements	Y	
N	39	System provides new state required data elements on next scheduled update:	Y	
N	40	- Data transferred from existing data fields to newly created state data fields	Y	
N	41	- Unused data fields are re-opened as user designed fields	Y	
N	42	Ability to map relationships between non-state and state required element value	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Textbooks		
O	1	Ability for the system to provide utilities/tools for managing textbook inventory	F	eSD intends to develop a text book tracking module. Virginia schools can actively participate in the development of this design specification. eSD will commit to including this module in the core system.
O	2	A simple posting routine should be in place that will allow the user to create a wide variety of transactions including:	F	
O	3	Receive ordered books	F	
O	4	Check out to students	F	
O	5	Check in from students	F	
O	6	Book Condition	F	
O	7	Book Status	F	
O	8	Separate textbook record for students and staff (teachers).	F	
O	9	When looking at a student's profile on the screen, the administrators need to see all of the information on a student's textbooks at one time.	F	
O	10	Calculates replacement cost of book based on years in service and life span of book	F	
O	11	Capable of assigning fines for textbook violations based on replacement cost for book	F	
O	12	Ability to create letters for fees assessed	F	
O	13	Ability to create mailing labels for letters created	F	
O	14	Ability to track fee information, fee assessed, date letter sent, payment record	F	
O	15	Stores information about each book title:	F	
O	16	ISBN # - can be scanned in or entered manually by hand	F	
O	17	Title	F	
O	18	Author	F	
O	19	Publisher	F	
O	20	Teacher Only - Is this book for teachers only	F	
O	21	Book Type - What type of book is this? Ex: textbook, video, CD,	F	
O	22	DVD, tape, teacher manual;	F	
O	23	Cover - What type of cover the book has	F	
O	24	Cost - Purchase price of book	F	
O	25	Edition - Specify for books with multiple editions	F	
O	26	Ability to link course to books.	F	
O	27	Stores transaction history for each individual book spanning multiple school years.	F	
O	28	Ability to create bar codes for textbooks	F	

Sec.	Sec. #	Description of Requirement	A	B
		Data Analysis		
P	1	Interface of SIS with Historical Data Sets.	Y	
P	2	Ability to export any combination of current SIS data for use in external setting with historical information	Y	
P	3	Detailed, searchable application logs can be customized to track data access modifications, deletion and addition.	Y	
P	4	Ability to create historical data sets from current SIS as required throughout the year into defined format	Y	
P	5	Ability to restrict access to the historical sets created by the SIS using system security	Y	
P	6	During the current school year, ability to access saved data sets from that year and use built-in reporting/research tools to manipulate	Y	
P	7	Ability to import historical data sets and research with on-line query tools	Y	
P	8	Ability to import historical data sets and combine with current information for research purposes	Y	
P	9	Ability to capture student information at any point and save and reload the historical data set indefinitely (Software level independent)	Y	
P	10	Ability to control access to a saved historical data set for viewing or update down to user level	Y	
P	11	Ability to name historical data set archives by date, time and event (i.e. Funding Count 10/95, End-of-Year 06/95, End-of-Semester 01/95, etc.)	N	
P	12	Ability to save historical data set data base information to external sources (i.e. magnetic tape, CD, disks, network files)	Y	
P	13	Ability to allow specific users to call up historical data as required	Y	
P	14	Ability to convert historical files to system usable formats for retrieval and use	Y	
P	15	Ability to use Query language commands on historical data sets	Y	
P	16	Ability to specify which data fields and/or files will be included in each historical data set.	Y	
P	17	Ability to produce defined reports from historical data sets	Y	
P	18	Queries	Y	Entered "Y" for each category if the system supports at least one element within the category.
P	19	Ability to create queries without knowing any programming language.	Y	MS Reporting Services Report Builder
P	20	Ability to list table values supplied in a pop-up type environment for easy entry and referral.	Y	MS Reporting Services Report Builder
P	21	Ability to display context-sensitive help features throughout.	Y	
P	22	Ability to automatically join tables without any programming.	Y	
P	23	Ability to select from any student table/view in the database.	Y	
P	24	Ability to save and use again, modified, or copied and change queries.	Y	
P	25	Ability to allow the results of executing a query to be accessible on screen, on paper, or transferable in ASCII format for loading into another package or tool. (e.g., MS Excel, Access or Word)	Y	
P	26	Ability to sort of rows in multiple orders.	Y	

Sec.	Sec. #	Description of Requirement	A	B
P	27	Ability for query to produce results based on conditions such as: greater than, less than, greater than or equal to, less than or equal to, not equal to, contains, begins with, ends with, matches, is null, between, is found in list, is not found in list, etc.	Y	
P	28	Ability for query to produce results based on Boolean logic such as: "And" and "OR" conditional statements	Y	
P	29	Ability for query to produce results based on Boolean logic such as: "And" and "OR" conditional statements with the use of parenthesis e.g. IF (Ethnic Code = 5 and ((X or Y) and (A or B))) or (((Ethnic Code = 3) and ((D or F) and (M or N)))	Y	
P	30	Ability to graph and chart results of query where appropriate.	Y	
P	31	Ability for multiple types of report formatting. If so, what type(s)? (e.g., table headings, footers, fonts, borders, etc.)	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Security		
Q	1	Does your application address security?	Y	
Q	2	Provide an attachment to detail the levels of security inherent in your application and what options can be added to support unique customer requirements to ensure confidentiality.	Y	****See Attachment
Q	3	Does your application provide standard data encryption techniques? If so, define in detail at all levels. If applicable, what additional options maybe added?	Y	****See Attachment. On password. For more explanation, see above attachment
Q	4	Given the desire for electronic payment, with approval from DOA, please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance.	N	This is not part of our current plan, nor do we have enough information on the subject to respond intelligently. We do, however, have extensive experience developing secure payment systems using Verisign. We would welcome the opportunity to become engaged with this initiative under a separate statement of work
Q	5	The system provides a secured environment by employing sign-on identifiers and passwords, and procedures to ensure adequate password changes.	Y	
Q	6	The system allows a periodic "forced" password change.	Y	
Q	7	Ability to support different "views" of student records based on security for different user categories including: parent, administrator, teacher, counselor, students, and community representative (such as parole officer or school resource officer).	Y	
Q	8	User access "rolls over" each year into the next year until the student moves to another building.	Y	
Q	9	If an authorized user forgets their password, are methods available to provide a new password?	Y	
Q	10	Sign on attempts are logged/tracked.	Y	
Q	11	System responds to multiple invalid login attempts.	Y	
Q	12	Ability to define user/groups/school level profiles across schools/district.	Y	
Q	13	Ability to see or reset user passwords when someone forgets their password.	Y	
Q	14	Access to the field level available for update, view only and no see.	Y	
Q	15	Access to the screen level available for update, view only and no see.	Y	
Q	16	Access to the user department level	Y	
Q	17	Access to the user function level (attendance, grading)	Y	
Q	18	Access to the user task level (printing, deleting)	Y	
Q	19	Access to the report level	Y	
Q	20	Access to the school level (only 1 school)	Y	
Q	21	Access to multiple schools level (guidance assigned to three schools and only one login to system)	Y	
Q	22	Query access controlled to the field level	Y	
Q	23	Query access controlled to the file level	Y	
Q	24	Ability to update user security available on-line	Y	

ATTACHMENT A - Section 5. REQUIREMENTS

Sec.	Sec. #	Description of Requirement	A	B
Q	25	Access by function (i.e. add, modify, delete, display, inquire)	Y	
Q	26	Access control log for system manager	Y	
Q	27	Ability to allow District control of district identified tables	Y	
Q	28	Ability to restrict viewing/editing the contents of specific fields (e.g., Free and Reduced Lunch status, Social Security Number) by unauthorized users/groups while still viewable by authorized users - field-level permissioning.	Y	
Q	29	Supports FERPA requirements.	Y	
Q	30	Ability for student data to be updated from multiple district locations by authorized users.	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Reports		
R	1	Testing Reports	Y	
R	2	Ability to link standard courses with state SOL tests	Y	DESIGN SPEC NEEDED
R	3	Item analysis	F	DESIGN SPEC NEEDED
R	4	Student response analysis	F	DESIGN SPEC NEEDED
R	5	School summary of responses for any given test	F	DESIGN SPEC NEEDED
R	6	Statistical reports that include N, % of total, N missing, mean, median, range, variance, standard deviation, standard error, minimum score and maximum score	F	DESIGN SPEC NEEDED
R	7	Bar graphing, charting for current data, longitudinal data, cohort grouping (class of 2003, 2004, 2005, etc.)	Y	
R	8	Ability to generate student reports by grade, individual, class, counselor, test ID or other selected criteria	Y	
R	9	Ability to generate student reports by teacher who administered test	Y	
R	10	Ability to export data into spreadsheet, or other report writing programs for further aggregation of data	Y	
R	11	Ability to generate student lists based on test requirements	Y	
R	12	Ability to generate verification/error reports when test scores are loaded	Y	
R	13	Exit Date Reports	Y	
R	14	Age Reports	Y	
R	15	Reports by Disability Code, including totals by code and detail	Y	
R	16	Reports by Placement Code, including totals by placement code and detail	Y	
R	17	Case Manager Lists	Y	Can all be accomplished through creation of user defined fields at the student level
R	18	Re-evaluation Reports	Y	Can all be accomplished through creation of user defined fields at the student level
R	19	Fees Tracking Reports	Y	Can all be accomplished through creation of user defined fields at the student level
R	20	Ability to report fees due by individual student	Y	Can all be accomplished through creation of user defined fields at the student level
R	21	Ability to report fees due by student organization/activity	Y	Can all be accomplished through creation of user defined fields at the student level
R	22	Ability to report fees due by class	Y	Can all be accomplished through creation of user defined fields at the student level
R	23	Ability to report fees as paid	Y	Can all be accomplished through creation of user defined fields at the student level

Sec.	Sec. #	Description of Requirement	A	B
R	24	Ability to report fees as outstanding or partial paid	Y	Can all be accomplished through creation of user defined fields at the student level
R	25	Ability to report fees as waived	Y	Can all be accomplished through creation of user defined fields at the student level
R	26	Labels	Y	
R	27	Mailing labels with flexible selection and reporting criteria	Y	
R	28	Mailing labels may use either the resident address or the mailing address	Y	
R	29	Allows selection of label size	Y	
R	30	Allows user to create custom label formats using any data in the SIS	Y	
R	31	Allows printing of bar code labels from SIS data	Y	
R	32	Allows printing of labels centrally or at school sites	Y	
R	33	Printed Reports	Y	
R	34	Allows printing of reports at any identified site on the WAN	Y	
R	35	Allows rerouting of reports in the print queue	Y	
R	36	Allows operator control of any printing directed to the district printer(s) (e.g. sequence, priority, printer)	Y	
R	37	Allows printing of background forms simultaneously with SIS data (to reduce form costs)	Y	
R	38	Allows reprinting of print files for extra or lost copies	Y	
R	39	Allows bilingual printing for English/Spanish versions of same reports	Y	
R	40	Ability to create mass lists of students and subsequently include or exclude records as needed	Y	
R	41	Ability to retrieve statistics/data in a format that enables data to be manipulated	Y	
R	42	Mail Merge Reports	Y	
R	43	Allows insertion of any/all data base information into customized reports	Y	
R	44	Allows user creation of custom letter or report formats	Y	
R	45	Allows establishment of district defined letter or report formats to be used by multiple sites	Y	
R	46	Allows security for data access within the mail merge process	Y	
R	47	Report Writer	Y	
R	48	Should work across all vendor proposed applications. If not, indicate excluded applications	Y	
R	49	Ability for non-data processing staff to successfully and effectively use the report writer after completing only the vendor's basic training program	Y	
R	50	Ability for users to prepare reports, displays and exports without learning commands or a language (e.g. menu driven/prompted)	Y	
R	51	Ability for experienced users to utilize a command language to develop reports more powerfully and efficiently than menu-driven systems would allow	Y	
R	52	Ability to access on-line help during the report definition process	Y	
R	53	Ability of the report writer to operate in an on-line environment	Y	
R	54	Ability to display reports on a screen and review contents before printing or exporting	Y	
R	55	Ability to print reports on-line or off-line, at local or remote printers	Y	
R	56	Ability for on-line reporting to be independent of pre-defined index files (i.e. catalogue)	Y	

Sec.	Sec. #	Description of Requirement	A	B
R	57	Ability to establish user defined limits on the number of records to be processed during defined periods	Y	
R	58	Ability for data from different modules to appear on the same screen or report	Y	
R	59	Ability to process against multiple open files (please specify the maximum number of open files)	Y	
R	60	Ability to use an integration tool with other in-house applications	Y	
R	61	Ability for the tool to be used to create summary or detailed transaction files for input to other systems	Y	
R	62	Ability to produce multiple reports in a single pass of the master file(s)	Y	
R	63	Ability for the reports from a single pass of the master file to have difference sort sequences	Y	
R	64	Ability to write, submit and view reports on-line while on-line updating is being made against the same files	Y	
R	65	Ability to perform arithmetic or logical operations on data before it is displayed or printed	Y	
R	66	Ability to perform computations immediately so that the result can be used by later calculations employed for the same report	Y	
R	67	Ability to select data by testing for: Boolean logic, Contains, Omits, Includes, Excludes	Y	
R	68	Ability to provide for the following report features: Columnar format, Report headings, Column titles, Footnotes, Control breaks, Levels of detail and summarization, Column spacing, Row spacing, Column repositioning, Report width, Pagination	Y	
R	69	Ability to edit report items for: Zero suppression, Commas, Parentheses for negative numbers	Y	
R	70	Ability to substitute variable data into headings and footnotes at run time	Y	
R	71	Ability to save report definitions for future use	Y	
R	72	Ability to create reports without knowing any programming language.	Y	
R	73	Ability to generate graphics	Y	
R	74	Ability to plot selected data on a graph	Y	
R	75	Ability to schedule reports to run on a recurring basis either by date or precipitated by completion of their reports or procedures	Y	
R	76	Ability to save reports in standard formats (i.e. PDF, Text, Excel)	Y	
R	77	Mailings	Y	Entered "Y" for each category if the system supports at least one element within the category.
R	78	Ability for scheduling module to reference outstanding fees or fines	N	
R	79	Ability for student demographics to reference outstanding fees or fines especially when student withdraws from school	Y	
R	80	Ability for grade reporting/transcript to reference outstanding fees or fines	Y	
R	81	Ability to report outstanding fees on report cards	N	
R	82	Ability to hold transcript release for outstanding fees	Y	
R	83	Ability to report outstanding fees on graduation eligibility lists	Y	

Sec.	Sec. #	Description of Requirement	A	B
R	84	Standard Reports	Y	Entered "Y" for each category if the system supports at least one element within the category.
R	85	Are the following reports available from the core product?	Y	
R	86	* Student ID List with the ability to sort by Name, ID, Grade Level, Teacher, Counselor, etc.	Y	
R	87	* Address List	Y	
R	88	* Enrollment Summary, including Dropout and Loss/Gain Reports	Y	
R	89	* Summary Information	Y	
R	90	* Inactive Students	Y	
R	91	* Special Services Student ID Lists by Code(s) - Gifted, Special Ed, LEP, Lunch Status, Title 1, Disability, Deny, etc.	Y	
R	92	Mailing Labels that are sorted by specific school or district. Labels can be addressed to the Parent/Guardian of, to the Parent, and to the Student, as determined by a Flag in the Address Record if this relationship should receive this mailing.	Y	
R	93	The Mailing Labels can be produced by Grade Level and by specific user fields	Y	
R	94	Mailing Labels can be produced by Special Services Flag	Y	
R	95	Student Birthday List for a specific range of months and days, including Grade, Homeroom, and Birthdate.	Y	
R	96	Multi Year Reports and School Profile	Y	
R	97	Numeric school number range 000-999. School number will be assigned manually.	Y	
R	98	Unrestricted combinations of grade levels within a school, but with enrollment validation	Y	
R	99	Ability to build multi-year summary records and annually update school profile information (e.g. counts by gender, grade level, ethnic, transported students, free/reduced lunches, mobility rates). Summary includes schools of attendance and dual enrollment info.	Y	
R	100	Ability to build multi-year summary records and annually update school profile information for program service by ethnic and gender. Include gifted and talented, Special Ed.	Y	
R	101	Ability to build multi-year summary records and annually update school profile information for attendance rates by gender and ethnic, Also, discipline (suspension & expulsion rates)	Y	
R	102	Ability to build multi-year summary records and annually update school profile information for dropout rates & graduation rates by gender and ethnic	Y	
R	103	Ability to build multi-year summary records and annually update school profile information for SAT/ACT scores for graduates by gender and ethnic. Also AP exam scores	Y	
R	104	Ability to build multi-year summary records and annually update school profile information for accelerated course completion by year/semester by gender and ethnic	Y	
R	105	Ability to build multi-year summary records and annually update school profile information for post high school expectations by gender and ethnic. Also, AP course completion, and overall successful course completion statistics	Y	
R	106	Ability to build multi-year summary records and annually update school profile information for Career & Technology (CTE) course completion by year/semester by gender and ethnic	Y	
R	107	Ability to research data such as graduation rate, attendance, dropout rate, test history, GPA, etc., of students enrolled in CTE courses.	Y	

Sec.	Sec. #	Description of Requirement	A	B
R	108	Ability to build multi-year summary records and annually update school profile information by assessment (re VA SOL's results by subject, by subtest by gender and ethnic).	Y	
R	109	Ability to identify and track students living within the district who are home schooled both current and historic.	Y	
R	110	Ability to have school specific calendars for past, current, and next school years simultaneously available	Y	
R	111	Ability to track school characteristics such as grade levels offered, programs offered, etc. across school years	Y	
R	112	Ability to have standard District calendars for past, current, and next school years simultaneously available	Y	
R	113	A Locker Table that ties a specific locker number or a lock to a series of one to five combinations. There should also be a Free Form area that can provide a description of where the locker is located.	Y	
R	114	Ability to define calendar type -- year round, continuous, extended year.	Y	
R	115	College List that can be sorted on selected criteria, school attended, schools accepted, student choice	F	A complete college tracking module is slated for release for the Fall 08.
R	116	Ability to generate multiple user defined letters and mailing labels to parents at designated intervals based on absence information.	Y	
R	117	Ability to generate labels for attendance letters based on letters printed	Y	

Sec.	Sec. #	Description of Requirement	A	B
Miscellaneous Functions

Sec.	Sec. #	Description of Requirement	A	B
		Miscellaneous Functions		
S	1	School Division can participate in product enhancements	Y	Absolutely! Positively Welcome!
S	2	Schools of Residence	Y	Entered "Y" for each category if the system supports at least one element within the category.
S	3	Application monitoring including dates, reasons, schools of choice, school of residence, status	Y	
S	4	Ability to track school of residence identification via address validation with GIS system	Y	
S	5	Ability to track school volume capacity, by grade and/or school, checks with waiting list processing adjusted for program capacity.	Y	
S	6	Ability to monitor/report school of residence non-compliance	Y	
S	7	Ability to allow student to finish the semester/year at current school, but force automatic transfer to school of residence at end of designated period	Y	
S	8	Ability to apply qualified transfers from one year to the next	Y	
S	9	Ability to display/print all Attendance Option Transfer information	Y	
S	10	Ability to Grandfather approved transfers for specified period of time, for identified students	Y	
S	11	Ability to monitor students applying to attend private schools with vouchers	Y	
S	12	Ability to track responsible school student information for number of children in Home Instruction, Religious Exemptions, Head Start, Regional Centers, Tuition Paying Students	Y	
S	13	Ability to inactivate records when applicable	Y	
S	14	Ability to display/print/retrieve numbers of transfers in/out of a school by reason over multiple years, aggregated by specified student attributes	Y	
S	15	Post-Secondary Tracking	Y	Entered "Y" for each category if the system supports at least one element within the category.
S	16	Ability to track student enrollment in district or parent funded college courses for which high school credit can be given including dates, credits, college, course information and course grade (Early College Scholars)	F	A complete college tracking module is slated for release for the Fall 08.
S	17	Ability to track related billing information including parent costs, and payments made to colleges	F	A complete college tracking module is slated for release for the Fall 08.
S	18	Ability to identify participating students relative to the district funding count	Y	
S	19	Ability to track Post-secondary Plans	Y	
S	20	Private School Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
S	21	Record Private Schools Students receiving Title Services based on Resident in DPS School district boundaries	Y	
S	22	Record Neglected and Delinquent School Students receiving Title Services	Y	
S	23	Historical School Profiles	Y	Entered "Y" for each category if the system supports at least one element within the category.

Sec.	Sec. #	Description of Requirement	A	B
S	24	Create School Profiles: i.e. SAR and AYP (Average Yearly Progress) Designations over time	Y	
S	25	Calculate School Assessment targets for AYP	Y	
S	26	Show Assessment results disaggregated to demonstrate AYP	Y	
S	27	Title I designation	Y	
S	28	Locker Information	Y	Entered "Y" for each category if the system supports at least one element within the category.
S	29	Ability to assign locker numbers and combinations	Y	
S	30	Ability to assign lockers based on flexible criteria (i.e. manual, continual over multiple years, by room/period, by grade level)	Y	
S	31	Ability to rotate locker combinations/locks as needed	Y	
S	32	Ability to produce lists by locker location, student(s)	Y	
S	33	Ability to produce locker combination/instruction reports by student	Y	
S	34	Ability to have multiple locker combinations per locker	Y	
S	35	Ability to identify unused lockers available for assignment including location and possible combinations	Y	
S	37	Fees	Y	Entered "Y" for each category if the system supports at least one element within the category.
S	38	Ability to track fee amount, date charged, date paid, partially paid, waived fees by student by school by district.	N	
S	39	Fees are updated automatically when schedule changes are entered. Reports of schedule/fee changes are generated	N	
S	40	Library Fines	N	
S	41	Class/lab Fees	Y	
S	42	Activity/Athletic Fees/Gate receipts	N	
S	43	Textbook and materials Fees/Fines	N	
S	44	Fund Raising	N	Entered "N" for each category if the system did not support at least one element within the category.
S	45	School equipment damaged or destroyed	Y	
S	46	Tuition, EC, after school programs	Y	

Sec.	Sec. #	Description of Requirement	A	B
		Vendor Services		
T	1	Will you provide on-site personnel to manage the SIS implementation throughout the life of the contract at the school division?	Y	
T	2	Will the account manager duties include:	Y	
T	3	Ensuring placement of qualified resources that meet the needs of the requisition	Y	
T	4	Serving as a key point of contact project team	Y	
T	5	Ensuring a high quality level of service	Y	
T	6	Interfacing as an issue escalation catalyst, resolving problems and proactively	Y	
T	7	Addressing cost savings and optimization opportunities	Y	

EXIbiT C
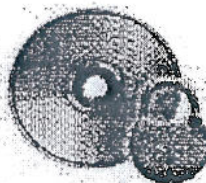
EscrowTech

Technology Escrow Agreement

("Multiple Beneficiaries - Standard")

Date of Agreement: ___June 20_____, 2008	Escrow No. 13058-TD-MB

EscrowTech:	EscrowTech International, Inc. C7 Data Center Building 333 South 520 West - Suite 230 Lindon, UT 84042	Tel.: (801) 852-8202 Fax: (801) 852-8203

Owner:	Name: eSchoolData, LLC (CCSI) Address: 200 Knickerbocker Ave Bohemia, NY 11716	Tel.:631-218-5230 Fax: 631-563-5185 Contact: Ann Savino e-mail: ann.savino@ccsinet.com

1. **Establishment of Escrow.** By this Agreement, Owner establishes an escrow of "Deposit Materials" (the "Escrow")) for the Beneficiaries.

2. **Beneficiaries.** Each person, company or entity who registers under Section 3 shall be a "Beneficiary."

3. **Registration.** To register a person, company or entity as a Beneficiary with EscrowTech:

(a) Owner and the person, company or entity will complete and execute EscrowTech's then-current Beneficiary Registration Form.

(b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.

(c) EscrowTech will give written notice to Owner and the person, company or entity of receipt of the Beneficiary Registration Form.

4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.

5. *Encryption and Reproduction.* Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

6. *Updates.* Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

7. *Deposit Procedure.* Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) *Deposit Inventory Form.* Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) *Confirmation.* To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and each Beneficiary.

(c) *Deficiency.* If a Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

(d) *Reproducible.* It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) *Verification.* EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.

(f) *Designated Beneficiary Option.* If certain Deposit Materials apply only to one Beneficiary (e.g., in the case of customization for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries

will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.

8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

9. **Primary Agreement.** Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary's Registration Form that relate to the Deposit Materials or the reason for this Escrow. For that Beneficiary, such agreement(s) is (are) referred to herein as the "Primary Agreement." This Technology Escrow Agreement is "supplementary" to the Primary Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the Primary Agreement are/is rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is

granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Parties agree that the Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the "Release Condition" described in the applicable Beneficiary Registration Form occurs. The following release procedure shall apply:

(a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11 (d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or

otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) *Partial Release.* If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

12. *Release of Deposit Materials - Owner's Instruction.* Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. *Copies.* Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. *Use of Released Deposit Materials.* Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the Primary Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. *Fees.* EscrowTech shall receive the following fees and payments:

(a) *Annual Fee.* Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

(b) *Beneficiary Fees.* For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the date of this Agreement and anniversaries thereof.

(c) *Excess Update Fee.* Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit B) to

EscrowTech for each extra Update. Any deposits of Deposit Materials for designated Beneficiaries under Section 7(f) shall be deemed Updates for the purpose of this Excess Update Fee.

(d) *Release Fees.* Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.

(e) *Excess Storage Charges.* If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).

(f) *Increases.* The fees set forth in Exhibit B are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(g) *Costs.* Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above fees.

16. *Termination of Beneficiary's Registration.* A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

(a) The Beneficiary gives written notice of such termination to EscrowTech.

(b) The Beneficiary's Primary Agreement terminates. [If the Primary Agreement consists of more than one agreement and if less than all such agreements terminate, then the Primary Agreement shall consist of the unterminated agreements and the Beneficiary shall continue as a "Beneficiary" under this Agreement.] In the event of such termination, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

(c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.

(d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. *Termination of Escrow.* Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or a Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all Primary Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. **Dispute Resolution.** In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness,

accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. *Uncertainty.* Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. *Reliance.* EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. *Extraordinary Services.* In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. *Disclaimer.* ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. *Limitation on Liability.* FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. *Interpretation.* The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.

30. *Force Majeure.* Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. *Governing Law.* This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech

and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. *Notices.* All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).

33. *Modification.* This Agreement may only be modified, amended or rescinded by a

writing signed by all affected Parties.

34. *Assignment.* This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the successor's written agreement to accept or assume this Agreement.

35. *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

CCSI - eSchoolData, LLC ("Owner")

By (signature):   *Ann Savino*

Name (print):   __Ann Savino_____

Title: __Exec. VP_____

EscrowTech International, Inc.

By (signature):   *Joe Smith*

Name (print):   *Jorge Sagastume*

Title: *Vice President*

EXHIBIT A

A.   DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

eSchoolData source code, data base, and data dictionary..

B.   UPDATES

Owner shall update the Escrow by delivering to EscrowTech the new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates") as follows: for all major releases. Owner shall keep the Deposit Materials current with the Primary Agreements. However, Owner shall not be obligated to provide Updates more frequently than four times per contract year.

EXHIBIT B

Fee Schedule[1]		
Basic Fees:	**Amount:**	**Payable by:**
Annual Fee (includes set up and maintenance)	$495 per year	Owner
Beneficiary Fee[2] (on registration - annually thereafter)	$295 per Beneficiary[3] per year	Owner
Other Fees (if ever applicable):	**Amount:**	**Payable by:**
Excess Update Fee[4] (for excess Updates only)	$95 each[5]	Owner
Release Fee (only if release occurs)	$100 per Beneficiary	See Section 15 (d)
Excess Storage Charge (only if more than 2 cubic feet of space required)	$70 per extra cubic foot per year	Owner

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[1] These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice.

[2] For each Beneficiary: the Beneficiary Fee is payable at the time of registration and thereafter on each anniversary date of this Agreement. The full fee is payable upon registration, but a pro-rated credit (to account for the first partial year) will be applied to the next payment of the Beneficiary Fee for that Beneficiary. The credit is based on the number of months between the date of registration and the next anniversary date of this Agreement (rounded up to the month) in accordance with the Credit Table. For example, if the registration occurs three months prior to next anniversary date, then the credit would be 75% of the $295 Beneficiary Fee (i.e., $221.25).

Credit Table							
12 Months:	0%	9 Months:	25.00%	6 Months:	50.00%	3 Months:	75.00%
11 Months:	8.33%	8 Months:	33.33%	5 Months:	58.33%	2 Months:	83.33%
10 Months:	16.67%	7 Months:	41.67%	4 Months:	66.67%	1 Month:	91.67%

[3] If a Beneficiary is a designated Beneficiary under the option of Section 7(f) of the Agreement, then the Beneficiary Fee will be increased by $350.

[4] Four Updates per contract year are included at no charge. The Excess Update Fee is for Updates in excess of four per contract year. Deposits for designated Beneficiaries under Section 7(f) are deemed Updates for this purpose. Unused Updates are not credited to and may not be used in subsequent years.

[5] If there are more than ten applicable Beneficiaries to whom EscrowTech must give notice of the Update, the Excess Update Fee may be increased by $10 for each Beneficiary in excess of ten. If Owner makes a deposit for a designated Beneficiary under Section 7 (f), then the Excess Update Fee shall be paid for such deposit.

Exhibit C

Satisfaction Guarantee

If this is Owner's first escrow with EscrowTech, then:

> During the first year of this Agreement, if Owner is dissatisfied for any reason with EscrowTech's services, then Owner may terminate the Escrow (in accordance with Sections 17 and 18) and receive a full refund of all escrow fees paid by Owner to EscrowTech during the first year for this Escrow. To be eligible for the refund, Owner must terminate the Escrow prior to the end of the first year of this Agreement and must tell EscrowTech why Owner is not satisfied (so that EscrowTech will know how to improve its services). This refund does not include verification fees or out-of-pocket expenses.
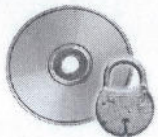
EscrowTech
Beneficiary Registration Form

Owner: Contemporary Computer Services, Inc. (CCSI - eSchoolData, LLC)

Escrow No. 13058-TD-MB

Beneficiary: Virginia Information Technology Agency
101 N. 14th Street
Richmond, Virginia 23219

Tel.: 804-225-3375
Fax: 804-225-2509
Contact: Department of Education
Mr. Tim Moore,
Associate Director for Procurement
E-Mail: timothy.moore@doe.virginia.gov

This Beneficiary Registration Form applies to the above-identified Escrow and the Technology Escrow Agreement dated June 20, 2008 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

Contract number VA-080609-CCSI

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "Primary Agreement."

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: _____June 20, 2008 _____

OWNER

By: _____Ann M. Savino____(CCSI, eSchoolData, LLC)

Title: _____Executive VP_____

BENEFICIARY

By: _____Doug Crenshaw_____

Title: _____Sourcing Manager VITA_____

For EscrowTech Only!

Date Received by EscrowTech: _____   EscrowTech Signature: _____

APPENDIX 1

RELEASE CONDITION:

     The Release Condition shall be deemed to have occurred if:

     Support for the eSchoolData system is no longer available.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

     The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

     Internal use to support continued use of the software.

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

Beneficiary: _____Doug Crenshaw for VitA_____   Owner: _____Ann M. Savino (CCSI, eSchoolData, LLC)

_____ Sourcing manager   _____
Authorized Signature   Authorized Signature

APPENDIX 1 (Sample)

RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

a.   Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.

b.   Owner breaches the Primary Agreement, and fails to cure such breach within 10 days after receiving written notice of the breach from Beneficiary. The notice must describe the breach and state the action which Beneficiary believes is necessary to cure the breach.

c.   Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of the Primary Agreement.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

a.   Beneficiary may only use the Deposit Materials to **support internal use of the software**.

b.   Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c.   Beneficiary may engage the services of independent contractors (e.g., computer programmers, consultants or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

d.   Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the Primary Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent.

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

Beneficiary: _Day Crewshaw for vitk_   Owner: _Ann M. Savino (CCSI- eSchoolData, LLC)_

_____   _____

Authorized Signature _Sourcing manager_   Authorized Signature

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: *Ann M. Savino*

Printed Name: Ann M. Savino

Organization: Contemporary Computer Services, Inc. (CCSI)

Date: June 20, 2008